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**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** Local 4400, Cabrillo College Federation of Teachers

Occupations Represented
Teachers—postsecondary

**Bargaining Agency** Board of Trustees of the Cabrillo Community College District

**Agency industrial classification (NAICS):**

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## **Article 1 Preamble**

1.1 This is an Agreement by and between the Board of Trustees of the Cabrillo Community College District (hereinafter referred to as "District") and the Cabrillo College Federation of Teachers, Local 4400 CCFT/AFT (hereinafter referred to as "CCFT").

1.2 Both parties to this agreement expect that it is a commitment leading to the enhancement of the excellence and prestige of Cabrillo College through the provision of quality education for the students and community served by the college.

1.3 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.

1.4 DEFINITION OF TERMS: Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this agreement.

1.4.1 The "CCFT" means the Cabrillo College Federation of Teachers, Local 4400 CCFT/AFT.

1.4.2 The "District" means the Board of Trustees of the Cabrillo Community College District.

1.4.3 The "Governing Board" means the Board of Trustees of the Cabrillo Community College District.

1.4.4 The "College" means Cabrillo College.

1.4.5 The "fiscal year" runs from July 1 through June 30.

1.4.6 The 175 day "academic year" runs from the beginning of Flex Week of Fall Semester through the end of Finals Week of Spring Semester and excludes intersession and summer session.

1.4.7 The "academic calendar" is the calendar of teaching days, flex days, and final exam days in the academic year.

1.4.8 A "bargaining unit member" is a nonmanagement, nonconfidential academic employee.

1.4.9 "Contract member" means a probationary academic employee.

1.4.10 "Temporary contract member" means any academic employee who is employed pursuant to Education Code Sections 87470, 87481, or 87482.

1.4.11 "Regular unit member" means a tenured academic employee.

1.4.12 "Adjunct faculty" means any academic employee who is employed pursuant to Education Code Sections 87478, 87480, or 87482.5 for no more than 60 percent of the annual load of scheduled duties of a full-time regular employee having comparable duties.

1.4.13 An "adjunct instructor" is an adjunct member who is an instructor.

1.4.14 A "standard scheduled class" is defined as a class requiring a minimum number of students taught at the same time in one classroom, and listed in the schedule of classes. "Non-standard scheduled classes" include, but are not limited to, Learning Skills classes, Library 10 classes, Stroke Center classes, and open labs.

1.5 The bargaining unit covered by this Agreement includes every employee of the District who is not designated by the Board as a confidential, classified, or management employee and who is employed by the Board in a position requiring minimum qualifications as established by AB1725.

1.6 Printing and distribution of new Contracts and Supplements shall be completed within 90 days of final approval of a Contract or Supplement by the Governing Board. The Contract and Supplements shall be printed annually in the Faculty Resource Guide for distribution to all unit members, the Governing Board, and the college administrators.

1.6.1 Additional copies of the Contract shall be printed on an annual basis as needed to insure distribution to all new unit members and new college administrators.

1.6.2 A Supplement shall be printed and distributed each time there is a change in the Contract and shall be reprinted annually as needed for distribution to all unit members, the Governing Board and the college administrators.

1.6.3 Each unit member shall be given a copy of the Contract and Supplement by the Personnel Office upon hire.

1.6.4 The marginal costs of printing and other marginal costs associated with the preparation for distribution of the contract shall be born equally by the District and CCFT. Marginal costs are those costs above and beyond the costs of printing and distributing the Faculty Resource Guide without the contract included.

## **Article 2 Recognition**

2.1 The District hereby recognizes that CCFT has been certified by the Public Employment Relations Board as the exclusive representative for the employees in the representation unit, which is composed of all academic employees excluding all employees identified by the Governing Board as management, supervisory or confidential.

2.2 The District agrees that if subsequent to the agreement it creates any new academic positions, they shall be assigned to the bargaining unit, except those that are lawfully designated as management, confidential or supervisory. Disputes may be submitted to the PERB for resolution.

## **Article 3**

### **District Rights**

3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Contract, and then only to the extent such specific and express terms are in conformance with law.

3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, consistent with the provisions of the Education Code

and the regulations of the Board of Governors of the California Community Colleges. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of

District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency caused by an act of

God. In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Contract, state and federal laws, or the regulations of the Board of Governors of the California Community Colleges.

#### **Article 4**

#### **Academic Freedom**

4.1 Cabrillo College District recognizes that academic freedom provides a foundation for intellectual stimulation and development, and academic success in the teaching environment. The District also recognizes

that academic freedom is fundamental to the protection of teachers' and students' rights.

4.2 Academic freedom encompasses the freedom to study, teach and express ideas, including unpopular or controversial ones, without censorship, political restraint or retribution. Academic freedom allows for

the free exchange of ideas in the conscientious pursuit of truth.

4.3 Protecting academic freedom is the responsibility of the college community. In a climate of openness and mutual respect, the college protects and encourages the exchange of ideas which are presented in

the spirit of free and open dialogue.

4.4 Employment by the District does not in any way restrict or limit the First Amendment right enjoyed by faculty as members of their communities. Faculty members are free to speak and write publicly on any

issue, as long as they do not indicate they are speaking for the institution.

4.5 To this end, academic freedom shall be assured, subject to limitations imposed by law and by the academic standards of the college and the state.

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

4.6.1 A grievance may be initiated according to sections 12.1 through 12.4.1.4 (through Level I -- Informal Resolution).

4.6.2 Level IA - Academic Freedom Review Committee: If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of receipt of the decision at Level I appeal

the decision on the appropriate form to the Academic Freedom Review Committee ("AFRC"), via timely delivery to the Vice President, Instruction, with a copy to the immediate supervisor(s)

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

4.6.3 The AFRC shall be comprised of the Academic Senate President/designee, CCFT Grievance Officer, a CCFT unit member selected by the grievant, Division Chair/designee, Vice President,

Instruction/designee, and Dean of Student Services/designee.

4.6.4 Within ten (10) days of receipt of the appeal, the AFRC shall meet to consider the appeal. The AFRC shall make every effort to issue its report within this ten (10) day period. In any event,

the AFRC's report shall be issued to the grievant and any immediate supervisor(s) involved within twenty (20) days of receipt of the appeal.

4.6.5 If the grievant is not satisfied with the resolution of the grievance as recommended in the AFRC report, the grievant may within ten (10) days of receipt of the report appeal on the

appropriate form to the Superintendent/President, Level II (section 12.4.2) of the Grievance Procedure shall thereafter be followed, provided that a copy of the AFRC report shall be included in the

appeal to the Superintendent/President (and to the Governing Board if the grievant appeals the Level II decision under section 12.4.3.7).

## **Article 5**

### **Nondiscrimination**

5.1 Except as provided by the California Education and Government Codes, the District and the CCFT agree not to discriminate against any unit member or District employee on the basis of race,

color, creed, national origin, religion, sex, age, sexual orientation, partisan or electoral political activities/affiliations, marital status, physical handicap or exercise of Constitutional rights. The District and

the CCFT further agree that it is the intent of the Cabrillo Community College District and the Cabrillo College Federation of Teachers to follow the procedures as presented in the Cabrillo College

Sexual Harassment and Affirmative Action policies.

## **Article 6**

### **Effect of Agreement**

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

provisions of the Agreement prevail.

## **Article 7**

### **CCFT Rights and Organizational Security**

7.1 Representatives of the CCFT shall have the right to use the college facilities and equipment at the site at reasonable hours for CCFT business when such facilities are not otherwise in use, and

subject to the following conditions:

7.1.1 The CCFT representative follows standard facilities or equipment use procedures for the reservation and use of facilities or equipment.

7.1.2 The requested activities or use will not interfere or interrupt normal District or campus operations.

7.1.3 The CCFT shall reimburse the District for any materials consumed while using District equipment.

7.2 The CCFT may use non-classroom campus bulletin board spaces subject to the following conditions:

7.2.1 All posting shall contain the date of publication and the identification of the document as a CCFT sponsored publication.

7.2.2 Authorized CCFT representatives shall have the primary responsibility of posting or removing their materials on the bulletin boards.

7.3 The CCFT may place material in the mailboxes of unit members provided such material is accurately identified as originating from the CCFT, CFT, or AFT.

7.4 The CCFT may use the District mail, telephone, and FAX services subject to the reasonable rules and regulations of the District. CCFT will pay the marginal costs of such usage.

7.5 A mutually agreed upon number of designated representatives of the District and the CCFT shall meet on a mutually agreed upon date, place and time, at least once every month, for the purposes

of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Each party may submit an agenda for discussion.

#### 7.6 Reassigned Time for CCFT

7.6.1 Upon written request of the CCFT, prior to the due date for printing the class schedule for any semester, the District shall grant annually 0.6 of Full Time Equivalent (FTE)

reassigned time, with pay, to be distributed by the CCFT for work including, but not limited to contract required committee work, grievance representation, negotiations, arbitration, and

CCFT representation at meetings and conferences related to official CCFT business. In addition, the CCFT may purchase up to a total of 0.4 FTE reassigned time at the adjunct salary

schedule rate for the above purposes.

7.6.2 The reassigned time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.

7.7 Upon request of the CCFT, the District's Principal Contract Administrator or designee shall provide the information needed for contract administration and negotiations to the extent required as

part of the District's good faith obligation to CCFT.

7.8 The District shall provide the name and mailing address for each new person who is employed and who becomes a unit member within 10 days of hire. CCFT shall provide the District with an

appropriate form.

### 7.9 Organizational Security

#### 7.9.1 Check Off

CCFT will have the sole and exclusive right to have membership dues and service fees deducted from unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization

from any unit member, deduct and make appropriate remittance for CCFT dues, COPE contributions, charitable donations, or other plans or programs approved by CCFT and the District. The District will pay to

the designated payee within fifteen (15) working days of the deduction all sums so deducted.

7.9.1.1 Upon hire, each new employee in the bargaining unit will be informed by the Personnel Department of his/her choice to join CCFT or to pay a service fee at the

appropriate rate from the CCFT dues and fee schedule.

#### 7.9.2 Dues Deductions

7.9.2.1 The District will deduct dues monthly, in accordance with the CCFT dues schedule, from the wages of all unit members for whom a dues authorization form has been submitted to the

District. However, should an employee choose to pay dues by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District personnel office, specifying the time

period covered by the payment. Payroll deductions for dues will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct employees who

may make direct payments by the semester.

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

### 7.9.3 Service Fee

7.9.3.1 CCFT and the District agree that each employee in the bargaining unit should contribute toward the cost of administration of this Agreement by CCFT and for the

representation of unit members in the bargaining unit.

7.9.3.2 The District shall make payroll deductions for the appropriate service fee from the CCFT fee schedule for any member of the bargaining unit who is not a member of CCFT as of (date of

election). However, should an employee choose to pay service fees by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District personnel office, specifying

the time period covered by the payment. Payroll deductions for fees will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct

employees who may make direct payments by the semester.

7.9.3.3 In the event that a unit member revokes a dues authorization in writing, the District will immediately begin payroll deduction for the appropriate service fee from the CCFT fee schedule.

However, should an employee choose to pay service fees by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District personnel office, specifying the time

period covered by the payment. Payroll deductions for fees will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct employees who

may make direct payments by the semester.

#### 7.9.4 Religious Objection

Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not

be required to join, maintain membership in, or financially support any unit member organization as a condition of employment. Once such unit member has submitted evidence to CCFT which proves that he/she

sincerely holds such beliefs, that unit member will be required, in lieu of service fee, to pay by payroll deduction sums equal to such service fee to the non-religious, non-labor Cabrillo College Foundation, which

is a charitable fund exempt from taxation under Section 401(c)(3) of Title 26 of the Internal Revenue Code. Evidence of such belief and a completed payroll deduction authorization form shall be submitted to

CCFT within thirty (30) days of employment.

#### 7.9.5 Remittance Notification by the District to CCFT

For each payroll period, the District shall include with all remittances to the CCFT, two lists of unit members for whom deductions have been made. One list shall include deductions for dues and fees and indicate

the amounts withheld from each unit member's salary and the second list shall include religious objection deductions and indicate the amounts withheld from each unit member's salary.

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

7.9.7 CCFT agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the

agency fee provisions of this Agreement or their implementation. CCFT shall have the exclusive rights to decide or determine whether any such action or proceeding referred to above shall or shall not be

compromised, resisted, defended, tried or appealed.

7.9.8 The District shall put into effect any new or changed employee-generated CCFT deductions by the next payroll. In the event of a change in the CCFT dues or fees schedule, CCFT will provide the necessary

information to the District fifteen (15) working days before the next published monthly payroll cutoff date.

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

7.10 CCFT maintains the right to consult on CCFT representation on college committees.

7.11 The District and CCFT will attempt to continue the general past practice of scheduling the negotiations outside times when CCFT representatives are scheduled for teaching. However, both parties understand that this

practice cannot be implemented with any precision.

## **Article 8**

### **Safety Conditions and Work Environment**

8.1 The District shall make every reasonable effort to provide conditions for a safe and healthy work environment. Unit members shall cooperate with management in maintaining appropriate safety practices in all facilities.

8.2 Unit members will report in writing to their immediate supervisor, any conditions which come to their attention that may pose a threat to the safety of any person associated with the District. In the case of emergencies, such

reports do not have to be in writing.

8.2.1 The District shall investigate such reports and take appropriate actions to correct the condition found to be unsafe or unhealthy in a timely way. Standards established by State law

shall prevail.

8.2.2 The unit member making the report shall be notified in a timely manner in writing of the investigation and actions taken in 8.2.1.

8.3 In scheduling classes for indoor and outdoor rooms or activity areas, consideration shall be given to safety conditions, capacity of available space, appropriate equipment and study stations.

8.4 In the event a unit member and supervisor disagree on the conditions specified in 8.3 above, the unit member may report, in writing, the grounds of the disagreement along with recommendations to

the Vice President, Instruction.

8.4.1 Upon receiving this report, the Vice President, Instruction or designee shall respond in writing to the report.

8.4.2 The written explanation shall be returned to the unit member in a timely way.

8.5 Contract and regular unit members required to hold office hours shall be provided with appropriate office space. Such space may be shared pursuant to 8.6.

8.6 Adjunct unit members are required to hold pro rata office hours. Effective spring semester 1996, Division Chairs will notify adjunct faculty of designated office space before the first week of

classes each semester. Contract faculty are required to allow adjunct unit members joint use of any office space provided by 8.5 above.

## **Article 9**

### **Professional Growth and Development**

This article defines Sabbatical Leave, Flexible Calendar, and Professional Growth and Development activities.

#### **9.1 Sabbatical Leaves**

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

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

#### 9.1.1 Criteria

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

#### 9.1.2 Sabbatical Leave Categories

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

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

9.1.2.3 Work experience program to study in schools maintained by a business or industry for crafts people or technical workers to obtain work experience in the vocational

field in which the employee works. Ideally, the specific school or job offer shall be submitted with the proposal program, but may be submitted before the beginning of the

leave.

#### 9.1.2.4 Travel

Employees on sabbatical leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed

statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

#### 9.1.2.5 Curriculum Planning

A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development

of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

#### 9.1.2.6 Other

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

submit specific objectives and relationship with the institutional assignment.

### 9.1.3 Eligibility

9.1.3.1 Preceding the granting of the leave, the applicant must have completed twelve semesters of continuous service in the District in an academic position. A year of service is defined as a

contract for more than 60% of the academic semester requirement.

9.1.3.2 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service

requirement.

9.1.3.3 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one

year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of

service required.

#### 9.1.4 Length of Sabbatical Leave

A sabbatical leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the Vice President of

Instruction, a full year's leave may be taken in two consecutive semesters of two different academic years if the applicant can show a need for such an arrangement and the affected

department and division concur. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Board pursuant to Section 9.1.8.1.1.

#### 9.1.5 Funding

### 9.1.5.1 Contributions

9.1.5.1.1 Bargaining unit members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.

9.1.5.1.2 The unit member's contribution shall be the difference between his/her regular salary and benefits and his/her sabbatical salary and benefits.

9.1.5.1.3 These reductions will be prorated over the whole year in the case of half year leaves. The schedule of these reductions appears in Section 9.1.5.8.

### 9.1.5.2 District Contribution

The District shall contribute \$79,852 to support the Sabbatical Leave Program for applications made in 2000-01. This amount shall be increased each year thereafter by the same increment as the

contract faculty salary schedule was increased in the prior year. The cost of the leave, including the replacement, shall be determined at the time of the approval of the leave by the Governing

Board. Should the calculations at that time determine that the full amount for the fiscal year not be expended, the residual amount, rounded to the nearest one hundred dollars, will be credited to

the subsequent year's allocation.

9.1.5.2.1 A special fund for sabbaticals will be established in the amount of \$49,500 for the life of the contract (2001-2004). The purpose of this special fund is to augment the

District's contribution for sabbaticals for increased costs on a one-time basis during the life of the contract.

9.1.5.2.2 Regardless of the placement on the leave priority list (9.1.7.1), if an applicant's going on leave would result in a net monetary gain for the District, the applicant will be

permitted to go at the salary determined by the Contract. The salary savings will accrue to the sabbatical fund. If these savings are large enough, they may permit the highest

ranking unfunded applicant to go on leave.

9.1.5.2.3 Those applicants on the list for whom funding is not available will be informed in writing of their position and will be offered the opportunity to go on leave by accepting a

yearly salary less than that specified in the Contract. The applicant must agree to this procedure in writing. This salary will be calculated so that there is an exact balance between

the total cost of the leave, including replacement salaries, and the cost to the District had the applicant not gone on leave. Current procedures, such as including fringe benefits and

using the average cost of a teaching unit, shall be used in this calculation.

9.1.5.3 Replacement costs of unit members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance

of programs in the divisions and departments affected.

9.1.5.4 Should the cost of the Sabbatical program for a given year as noted in 9.1.5.3, exceed the contributions as noted in 9.1.5.1 and 9.1.5, the Sabbatical Leave Review

Board shall make the final recommendation of leaves such that the final costs do not exceed the contributions.

9.1.5.5 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave.

Compensation shall be calculated on the individual bargaining unit member's placement on the salary schedule for the year the leave is taken (step and column) and doctoral

stipend, if any. All other stipends and/or special salary considerations are specifically excluded.

9.1.5.6 If the bargaining unit member has been on less than a full-time contract for the previous academic year, the sabbatical leave salary shall be calculated on the basis of the applicant's contract for the majority of the six years prior to sabbatical.

9.1.5.7 Bargaining unit members on sabbatical leave shall not be compensated for any instruction they may perform at the college during the term of their sabbatical leave.

9.1.5.8 Bargaining unit members on sabbatical leave shall be compensated according to the following schedule: the percentages shown indicate the percentage of the full year's salary and benefits

that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.

After six years of service:

Full year: 60%

Half year: 80%

After seven years of service:

Full year: 65%

Half year: 85%

After eight years of service:

Full year: 70%

Half year: 90%

#### 9.1.6 Service After Sabbatical Leave

9.1.6.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. Either a faithful

performance bond or a Sabbatical Leave Agreement (Appendix T), approved by resolution of the Governing Board, must be executed as a condition of the leave.

9.1.6.2 At the expiration of the sabbatical leave, the bargaining unit member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave.

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

#### 9.1.7 District Requirements

9.1.7.1 The number of bargaining unit members absent for the sabbatical leave in a semester shall not exceed ten percent (10%) of faculty. To the greatest extent possible, the sabbatical

leaves approved for a given academic year shall be equally distributed between semesters, and in no academic year shall the number of leaves in each semester vary by more than twenty

percent (20%). The Sabbatical Leave Review Board shall consult with individuals and with divisions to achieve this number and to achieve a balance between the fall and spring semesters.

If this consultation does not achieve a fall/spring semester balance and no more than the maximum number of allowable leaves per semester, the Sabbatical Leave Review Board may

establish leave priorities on the basis first, of leave seniority; second, seniority at the college; and finally, by lot.

## 9.1.8 Application Procedure Requirements

### 9.1.8.1 Mandatory Flex Week Workshop

Eligible bargaining unit members who intend to apply for Sabbatical Leave must attend a Flex Week Session on How to Write a Sabbatical Leave Proposal in the fall of the academic year during

which the proposal will be submitted. The chair of the SLRB will forward the list of unit members attending the workshop to the appropriate supervising administrator and vice president to inform

them of potential sabbaticants

9.1.8.1.1 Faculty who do not attend the Flex Week session, or do not have written approval from the chair of the SLRB not to attend, will be ineligible to submit a sabbatical proposal

for that year. Approval to not attend requires a written request to the SLRB chair explaining the reasons for not attending. Email is acceptable. The applicant must attend a make-up

workshop session. Unless there is an emergency, approval to not attend the Flex Week session must be prior to the Flex Week session.

9.1.8.2 A proposed plan for the Sabbatical Leave shall be submitted in writing to the appropriate supervising administrator and vice president no later than October 15 of the

academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 9.1 (purpose), 9.1.1

(criteria), and 9.1.2 (categories).

9.1.8.3 At least 20 calendar days prior to the October 15 deadline, the applicant must meet with the Division Chair or appropriate administrator to discuss the proposal. The

supervising administrator must attach to the submitted proposal the written approval or disapproval which must state how the proposal meets, or fails to meet, the criteria

listed in 9.1.1 herein.

#### 9.1.9 Sabbatical Leave Review Board

##### 9.1.9.1 Composition

The Sabbatical Leave Review Board shall consist of the Faculty Senate President, two (2) bargaining members named by the Faculty Senate, three (3) bargaining unit

members named by the CCFT, and six (6) administrators, of whom one is the Vice President, Instruction, and three (3) are Division Chairs named by the Vice President,

Instruction. No applicant shall be a member of the committee.

#### 9.1.9.2 Board Procedures

9.1.9.2.1 The Board shall schedule its meetings so as to effectively coordinate with the deadlines for sabbatical applications (Section 9.1.8), sabbatical reports

(Section 9.1.12) and applications for alternative credit (Appendix S).

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

9.1.2), and District requirements (Section 9.1.7).

The first meeting of each year shall include:

(a) a review of Sabbatical Leave policy, as well as the Board's procedures;  
and

(b) a review of the previous year's results and a report by the Chair on the current state of the sabbatical program.

9.1.9.2.3 If the application is not approved for reasons specified above, the Board shall return it to the applicant with specific directions. Applications must be resubmitted by a date

determined by the Board. Failure to resubmit an application shall be grounds for denial of leave.

9.1.9.2.4 At its next meeting the Board shall:

(a) consider leave projects that have been resubmitted;

(b) review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected divisions or

departments; and

(c) determine the communication necessary to inform concerned persons of the disposition of matters in (a) and (b) above.

9.1.9.2.5 Before the close of the fall semester, the chairperson of the Sabbatical Leave Review Board shall convene a meeting of the chairperson, the Faculty

Senate President, a CCFT representative, and the Vice President of Instruction. They will certify the final leave list and notify all applicants. Should the financing

formula requirements of the District outlined above, require any leave postponements, those persons with lowest priority will be chosen according to: first, leave

seniority; second, college seniority; and finally, by lot. The chairperson will notify those persons of such postponements. Should leave withdrawals or other

circumstances later affect the status of applicants whose leaves have been postponed on account of the restrictions outlined in this Article, the Vice President of

Instruction will notify them at the earliest possible time.

#### 9.1.9.2.6 Administrative Review

The committee chairperson shall forward the committee's final recommendations to the Vice President of Instruction in writing. The Vice President of Instruction

shall submit recommendations along with the committee's recommendations to the Superintendent/President. The Superintendent/President shall review the

recommendations and forward the applications to the Governing Board with such recommendations as believed to be in keeping with the educational and

financial needs of the District. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Board, the

Superintendent/President shall meet with the chair of the Sabbatical Leave Review Board prior to the January Board meeting to explain the reasons for the changes.

#### 9.1.9.2.7 Approval by Governing Board

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

#### 9.1.9.2.8 Notification

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

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

#### 9.1.10 Withdrawal, Postponement and "Passing" Leaves

9.1.10.1 In the event that a leave is postponed for administrative reasons such as those described in 9.1.9.2.5, or for any other reason beyond the practical

control of the applicant, the leave entitlement will advance normally for the following year; unless the applicant is at the highest step, the applicant will remain at

that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

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

proposal or an updated proposal for the following year. Approval by the committee of the unit member's postponed plan shall be automatic. Any revisions to the

plan will be processed as in 9.1.11.

9.1.10.3 A bargaining unit member who reaches the eighth year leave step and passes the leave shall revert to the sixth year stipend schedule, and shall rise again through the steps,

continuing to rise and fall until the leave is finally taken. Unit members who have had their sabbatical leave plan approved and then had that leave postponed for administrative

reasons, such as those described in 9.1.9.2.5, will not lose any ranking toward their next sabbatical leave because of the postponement. Specifically, the count toward the unit

member's next sabbatical leave shall begin with (and include) the postponed period. Such postponement shall be mutually agreed upon in writing prior to the postponement.

9.1.10.4 Special circumstances, such as eclipses of the sun, centennials, and jubilees may entitle a bargaining unit member to retain highest stipend rank until a

leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is

not yet at the eighth step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended

leave in the project proposal. The Sabbatical Leave Review Board by full vote will determine eligibility for such postponements.

#### 9.1.11 Revisions of Approved Sabbatical Leave

Prior to any revision of the sabbatical project, written approval of the Vice-President of Instruction (VPI) and notification of the chair of the SLRB is required. Failure to comply with the provisions

of this section shall result in SLRB review as described in section 9.1.14.1.

#### 9.1.12 Reports

Upon completion of a sabbatical leave, the unit member shall submit a written report to the Vice-President of Instruction (VPI) prior to November 15 of the year of return from leave. The report shall

be of a recognized professional standard appropriate to the discipline. The report shall consist of a description of the satisfactorily completed, agreed-upon sabbatical project including any

approved changes, the original proposal, and the Agreement (Appendix T). The report shall be approved and signed by the unit member's Division Chair or appropriate administrator. The report is

not equivalent to the project itself, but is a description of the project and how the project was accomplished in accordance with the approved sabbatical proposal. If the purpose of the leave was

academic study, official transcripts or an equivalent official record shall be included. Any publications, manuscripts, works of art or music, computer software, photographs, instructional materials

or other such items produced as part of the leave shall be made available to the Sabbatical Leave Review Board (SLRB). The SLRB shall review and evaluate professional development/sabbatical

leave reports. After reviewing the report, the SLRB shall either recommend approval to the President or request further information or revision and resubmission of the report from the employee. If

the revision does not satisfy the SLRB's objections, or if the SLRB determines that the unit member failed to satisfactorily complete the agreed-upon project, the SLRB (1) may deny or defer

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

### 9.1.13 Effect Upon Salary, Benefits and Retirement

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

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

9.1.13.3 While on sabbatical leave, unit members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in

accordance with Section 9.1.5.8 of this Article.

9.1.13.4 A unit member who has had sabbatical leave may, at the unit member's option, pay into the State Teachers' Retirement System the amount required by

STRS to receive full-time credit.

### 9.1.14 Failure to Fulfill Professional Development/Sabbatical Leave Obligation

#### 9.1.14.1 Failure to Complete Project and Submit Satisfactory Report

9.1.14.1.1 If the SLRB decides that the employee failed to complete the project or failed to submit a satisfactory report, the SLRB shall compose a written assessment

of the sabbaticant's project and report. This assessment shall specify the nature and extent of the deficiencies as well as the nature and extent of those portions of

the project that have been satisfactorily completed. The written assessment may contain dissenting viewpoints. The chair of the SLRB, the VPI, accompanied by one

other member, shall meet with the President of the college to present, explain, and discuss the SLRB assessment and the sabbaticant's report.

9.1.14.1.2 Upon receipt of an assessment from the SLRB, as outlined in section 9.1.14.1.1 above, the President of the college, before making a final decision, shall meet

with the employee. The President, at his/her discretion, may decide to require the employee to compensate the District for a portion or all of the sabbatical

compensation received. Such decision shall be in writing, with specific reasons therefore, and a copy shall be provided to the employee.

9.1.14.1.3 The employee shall be provided copies of all documents which are considered by the District in reaching any decisions or

recommendations under this article, prior to the issuance of any decisions or recommendations.

#### 9.1.14.2 Failure to Render Services Upon Return from Leave

9.1.14.2.1 In the event that the unit member fails to render service amounting to twice the term of the leave following his/her return from sabbatical

leave, the unit member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the

amount of time which was not served bears to the total amount of time agreed upon.

#### 9.1.14.3 Failure to Render Service due to Physical or Mental Disability

9.1.14.3.1 Failure of a unit member to satisfactorily meet the requirements of this article shall not result in forfeiture of the bond or reimbursement

to the District if such failure is due to the unit member's death or it is certified by a physician designated by or satisfactory to the District that failure

was due to the unit member's bona fide physical or mental disability.

### 9.2 Flexible Calendar Scheduling

9.2.1 The academic calendar shall consist of 175 days of instruction. Within requirements of State law, a specific number of instruction days can be designated as possible staff

development days for unit members. If the District decides to use the flexible calendar format, the number and scheduling of the staff development days for each academic year shall be

negotiated by the District and the CCFT.

#### 9.2.2 Staff Development Committee

9.2.2.1 Procedures and timelines for the use of staff development days shall be prepared by the Staff Development Committee.

9.2.2.2 The Staff Development Committee shall consist of:

- (a) the Vice President of Instruction or designee
- (b) three (3) unit members selected by the Faculty Senate
- (c) three (3) unit members selected by the CCFT
- (d) three Division Chairs
- (e) one SEIU member
- (f) one Student Senate member.

### 9.2.3 Flex Staff Development Plan

9.2.3.1 Unit members shall present a written agreement on the appropriate Staff Development Flex Agreement form to the appropriate administrator describing how the unit

member intends to utilize the staff development days. Each plan must be in accordance with the State law regulating the flexible calendar.

9.2.3.2 The appropriate administrator shall review and sign each unit member's Staff Development Flex Agreement form. In the event that the proposed plan is not approved by the appropriate

administrator, the appropriate administrator shall notify the unit member within ten (10) days. A unit member may, within ten days of notification of non-approval, appeal the decision in writing to

the Vice President of Instruction. The Vice President of Instruction or designee shall evaluate the plan, and within ten (10) days, either approve the plan or explain in writing why the plan is not

acceptable.

9.2.3.3 With approval of the appropriate administrator, a unit member may modify or amend his/her plan for scheduled on-campus activities at any time prior to completion of those scheduled

on-campus activities. Should the appropriate administrator not approve the changes or amendments, the unit member may appeal to the Vice President of Instruction, whose decision shall be final.

9.2.3.4 A prorated number of flex staff development days shall be computed for adjunct unit members and instructors on reduced contract, partial contract, and sabbatical leave assignment.

9.2.3.5 Flex staff development days are regular duty days for unit members with all of the rights and responsibilities thereof.

### 9.3 Professional Growth and Development Funds

9.3.1 All regular and contract unit members shall be entitled to \$150 per fiscal year to cover all or a portion of the cost of attending professional meetings, conferences, or other activities

approved by the appropriate administrator which directly relate to the unit member's assignment.

9.3.2 With prior approval of the appropriate administrator, unit members may assign their conference funds to another unit member and the District may add to the fund.

9.3.3 At the end of each fiscal year, unused Professional Growth and Development funds shall be carried over in the Division budget for allocation to Professional Growth and

Development Funds activities defined in Section 9.3.1 the next fiscal year. (See Side Letter of Agreement, Attachment I.)

## 9.4 Intellectual Property Rights

See Side Letter of Agreement 2001-02.2 for the CCFT/District agreement regarding Intellectual Property Rights.

## **Article 10**

### **Leaves**

#### 10.1 General Provisions

10.1.1 All paid leaves granted pursuant to the provisions of this Article shall be credited as service for step advancement on the salary schedule, and to the extent permitted by law, shall

be credited toward retirement in the same proportion as salary received.

10.1.2 The Board of Trustees may extend any leave granted pursuant to this Article.

10.1.3 Upon return from a leave granted pursuant to this Article, a bargaining unit member shall be assigned to an equivalent position for which the unit member is qualified. The District shall attempt to return the

unit member to the same assignment held at the beginning of the leave if that assignment is available. Each unit member returning from leave may make other arrangements with the District either prior to the leave

or prior to returning from the leave.

10.1.4 Leaves provided in this section apply to all contract and regular unit members in proportion to the number of teaching units for which they are employed. Adjunct members are entitled to the leaves

provided in Sections 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, and 10.14 in proportion to the number of teaching units for which they are employed, and to the leave in Section 10.2.2, at the rate defined in that section.

10.1.5 To the extent permitted by law, unit members on unpaid leaves may continue to participate in District-mandated health and welfare benefits (excluding State Teachers' Retirement

System and income protection plans) by arranging with the District to pre-pay appropriate premiums for such health and welfare benefits to the District.

## 10.2 Personal Illness and Injury Leave

### 10.2.1 Regular and Contract Employees

Full-time regular and contract unit members shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of his/her

immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. Regular and contract unit members who work less than full time shall be entitled to that ratio of the ten (10) days

leave as their instructional assignment bears to a full-time assignment.

#### 10.2.1.1 Children's Center Teachers

Children's Center Teachers shall be entitled to eleven (11) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of

his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. Children's Center Teachers who work less than full time shall be entitled to that ratio of

the eleven (11) days leave as their instructional assignment bears to a full-time assignment.

### 10.2.2 Adjunct Employees

Adjunct unit members shall be entitled to leave with full pay for purposes of personal injury or illness at the rate of one third (1/3) of a day per unit taught by the unit member per semester.

Leave for adjunct unit members is deducted hour for lecture equivalent hour of class time missed due to personal illness or injury (see Appendix A) and/or in the event a member of his/her

immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. For purposes of this Agreement, a day shall consist of eight (8) hours.

### 10.2.3. Extended Illness and Injury Leave

Additional non-accumulated extended illness leave shall be available, provided that the provisions of Section 10.2.5 below are met. The total amount of extended leave shall not exceed

five (5) months and ten (10) work days, when counting together all accumulated sick leave and extended illness leave. The amount deducted for extended leave purposes from the unit

member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been

paid to a substitute.

#### 10.2.4 Accumulation of Leave

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

year.

#### 10.2.5 Verification of Illness or Injury

Upon request by District management, after six consecutive days of absence or upon evidence giving rise to a reasonable belief of abuse of sick leave, a unit member shall be required to

present a certificate signed by an appropriate certified medical authority verifying the illness or injury of the unit member and/or his/her immediate family member.

#### 10.2.6 Notification of Absence

To permit the District time to secure substitute service, a unit member shall notify the District of an absence as soon as practicable prior to the start of the unit member's assignment. The

absent unit member shall first attempt to notify the appropriate Division Chair. If the unit member is unable to contact the Division Chair or secretary, the unit member shall telephone the

District's absence notification central number and leave a message regarding the unit member's absence. Because the absence notification line is only monitored during regular office hours,

a unit member notifying the District of an absence after 5 p.m. for a class that evening should call the Evening Administrator. The unit member shall furnish directions for a substitute.

#### 10.2.7 Deduction from Leave

A unit member who misses any scheduled duties due to personal and/or immediate family member illness or injury shall have leave deducted from his/her accumulated leave in increments

according to Appendix A or B, where eight (8) hours deducted leave is equivalent to one day.

#### 10.2.8 Notification of Return

A unit member shall make a reasonable attempt to notify the manager or designee of the unit member's intent to return or not to return the following day, prior to the end of the college

business day.

#### 10.2.9 Completion of Absence Forms

Each unit member shall complete the District absence form (Appendix C or D) and submit it to the appropriate manager or designee upon return from an absence for illness or personal

injury under Section 10.2. Whenever possible, unit members taking personal necessity leave under Section 10.3, or bereavement leave under Section 10.4, shall complete the absence

form prior to the absence.

10.2.10 The District shall provide each member of the bargaining unit an Annual Statement of Accrued Sick Leave as of the end of an academic year on or before the first day of the next

academic year.

### 10.3 Personal Necessity Leave

10.3.1 Leave which is credited under Sections 10.2.1 and 10.2.2 of this Article may be used at the unit member's election, for the purposes of personal necessity, provided that use of such personal

necessity leave does not exceed six (6) days in any academic year.

10.3.2 For purposes of this provision, personal necessity shall be limited to:

(a) Death or serious illness of a member the unit member's immediate family, as defined in Section 10.4.2 herein;

(b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;

(c) Illness or accident to the unit member's immediate family; and

(d) Appointments for the purpose of conducting personal legal affairs or personal financial transactions that cannot be conducted outside of working hours; or

(e) Other personal necessities which are approved by the Division Chair or appropriate administrator, provided that under no circumstances shall leave be available for purposes of extending a

holiday or vacation period or a recreational or social activity.

10.3.3 Except in cases of emergency, before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the appropriate supervisor, except in cases

(a), (b) or (c) in Section 10.3.2. Should the circumstances outlined in (a), (b) or (c) arise, the unit member shall make every effort to comply with District procedures to enable the District

to secure substitute service.

#### 10.3.4 Deduction from Leave

A unit member who misses any scheduled duties due to personal necessity shall have leave deducted from his/her accumulated leave in increments according to Appendix A or B, where

eight (8) hours deducted leave is equivalent to one day.

#### 10.3.5 Completion of Absence Forms

Each unit member shall complete the District Absence Form (Appendix C or D) and submit it to the appropriate supervisor or designee upon return from an absence for personal necessity

under Section 10.3.

#### 10.4 Bereavement Leave

10.4.1 At the request of the employee, s/he will be granted up to five (5) days leave with full pay with no deduction from sick leave in the event of the death of any member of the employee's immediate family.

Additional sick leave may be granted at the discretion of the appropriate administrator.

10.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or

principal domestic partner of the employee, and the spouse or principal domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, any relative living

in the immediate household of the employee, or any person having a similar close relationship with the employee which the appropriate administrator may accept as qualifying for

bereavement leave.

10.4.3 Additional leave with full compensation may be granted by the District in case of demonstrated need.

#### 10.5 Individual Responsibility Leave

10.5.1 The District shall grant up to two (2) days Individual Responsibility Leave, without loss of salary or deduction from sick leave for the observance of major religious holidays of the

unit member's faith or family responsibilities that cannot be scheduled outside working hours.

#### 10.5.2 Deduction from Leave

A unit member who misses any scheduled duties due to Individual Responsibility Leave shall have leave deducted according to Appendix A or B, where eight (8) hours deducted leave is

equivalent to one day.

#### 10.5.3 Accumulation of Individual Responsibility Leave

Individual Responsibility Leave shall not accumulate from year to year.

10.5.4 Before the utilization of Individual Responsibility Leave, except in cases of emergency, a unit member shall obtain prior written approval from the appropriate supervisor. The unit

member shall make every effort to comply with District procedures to enable the District to secure substitute service.

## 10.6 Leave for Pregnancy Disability

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.2.1, 10.2.2, and 10.2.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and

recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the

leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.2.1, 10.2.2 and

10.2.3 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.

## 10.7 Leave Without Pay for Child Bearing Preparation and Child Rearing

10.7.1 Upon request by the unit member and approval of the Governing Board, leave without pay or other benefits shall be granted to a unit member for preparation for child bearing and

for child rearing. Use of child bearing preparation leave shall not preclude subsequent use of pregnancy disability leave.

10.7.2 The unit member shall request such leave as soon as practicable, but no less than sixty (60) calendar days prior to the date on which the leave is to begin, except in cases of

emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation with the Superintendent/President or designee, taking

into consideration the scheduling and replacement problems of the District and the needs and interests of the unit member.

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

10.7.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing leave or leave for child rearing, unless the illness or

disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

10.7.6 If a unit member is on leave for child bearing preparation or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request

an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

## 10.8 Industrial Accident Leave

10.8.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury or illness which has qualified for workers'

compensation under the provisions of the State Workers' Compensation Insurance Program.

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

the District.

10.8.3 Pursuant to the statutory provisions of the state workers' compensation system, the District has the right to have the unit member examined by a physician designated by the District

at the District's expense, to assist in determining the length of time the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable

to the injury involved.

10.8.4 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness

or injury.

10.8.5 Allowable leave shall not accumulate from year to year.

10.8.6 Industrial accident or illness leave shall commence on the first day of absence.

10.8.7 For any days of absence from duty as a result of the same industrial accident, the unit member will receive a check from the appropriate insurance fund which would make the total

compensation from both insurance and District sources equal 100% of the amount the unit member would have received as salary had there been no industrial illness or accident.

## 10.9 Judicial Leave

10.9.1 A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the

connivance or misconduct of the unit member. The unit member shall submit a written notification to the appropriate supervisor as soon as the unit member is aware of a request for

appearance.

10.9.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service,

exclusive of any mileage reimbursement.

10.9.3 Paid judicial leave shall not be provided for unit members who serve as paid expert witnesses.

## 10.10 Exchange Teaching Leave

10.10.1 An exchange leave is a leave granted to permit an employee to serve as an exchange professional in any foreign country or in any state, territory, or possession of the United

States.

10.10.2 Exchange leaves of absence may be granted by the Board of Trustees to unit members who meet the following requirements:

(a) The unit member must have regular status in the District on the effective date of the leave; and

(b) An exchange agreement must be signed by the employees and the districts concerned.

10.10.3 The exchange is for one (1) year, unless extended for one (1) additional year by consent of the Governing Board and the unit member.

10.10.4 During the exchange leave, the unit member will be paid by the District at the unit member's regular rate of pay, and the other instructor will be paid by their educational institution.

10.10.5 At the completion of any exchange, the unit member shall return to duty in the District and shall serve full time for at least two (2) consecutive years before being eligible for

another exchange assignment.

10.10.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the District, provided that the unit member served the

same number of days in the exchange position as would have been required to be served at the District.

10.10.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the unit member must personally arrange for

payment of required contributions.

10.10.8 If the unit member wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of the leave.

#### 10.11 Military Leave

10.11.1 Military leave shall be provided in accordance with statutory provisions.

#### 10.12 Family and Medical Leave Policy

10.12.1 The District shall grant family care leaves in accordance with State and Federal laws and regulations (see Appendix X). Family care leave for the principal domestic partner is provided according to the

conditions of coverage as established by the Santa Cruz County Schools Health Insurance Group.

#### 10.13 Other Leaves Without Pay

10.13.1 Upon recommendation of the Superintendent/President and approval by the Board of Trustees, leave without compensation, salary increment, tenure and professional development (sabbatical) leave

credit may be granted to contract and regular unit members for a period of up to one (1) year. Upon approval of the District, such leave may be extended one (1) year. Unpaid leaves may include but are not limited

to the following: (a) government or legislative service; (b) recuperation and rest; (c) travel, study, professional or education pursuits; (d) work experience; and (e) any other reason deemed sufficiently important

by the District.

10.13.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by the ninth (9th)

week of the final semester of the leave as to an intent to return to the employment of the District.

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

#### 10.13.4 Partial Unpaid Leave of Absence

10.13.4.1 Regular unit members may take a partial unpaid leave by accepting less than a full-time assignment. In such leaves regular unit members shall continue to fulfill the

appropriate pro rata share of regular full-time duties. Written request for such leave shall be submitted to the Superintendent/ President three (3) months in advance. With the

mutual consent of the District and the bargaining unit member, this time line may be waived. Partial unpaid leaves may be extended with District approval.

#### 10.13.4.2 Partial Unpaid Leaves of One Year or Less

A unit member on a partial unpaid leave of one (1) year or less may return to a full-time assignment at the beginning of a semester, provided that the District is notified prior to

the preparation of the schedule for that semester, in no event less than three (3) months before the semester begins.

#### 10.13.4.3 Partial Unpaid Leaves Exceeding One Year

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

10.13.4.3.1 If the unit member desires a reduced assignment for a specific period of time which exceeds one (1) year, prior to the beginning of the leave, the unit member and the

District may mutually agree to the terms of the partial unpaid leave, including the length of the leave and the full-time assignment to which the unit member will return.

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

10.13.4.5 Unit members on partial leave without pay shall receive personal illness, personal necessity, bereavement, and individual responsibility leaves on a pro rata basis of

full-time contract.

#### 10.14 Donations for Catastrophic Sick Leave

Definition: Any bargaining unit member may donate, in one (1) hour increments, accumulated and unused sick leave to another bargaining unit member when that bargaining unit member or a member of his/her family suffers

from a catastrophic illness or injury, and that bargaining unit member has exhausted all fully paid leaves, as provided in this section.

#### 10.14.1 Eligibility for Using Donated Time

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

(b) The member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. Family and

Medical Leave Policy definitions as contained in Appendix X to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for

purposes of this section.

10.14.2 Members donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick

leave for 175 days. Recipient members must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

#### 10.14.3 Procedure for Donation of Hours

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

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

(c) CCFT shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by

the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to Section 10.14.2 above.)

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

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

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

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

## **Article 11**

### **Workload**

In addition to the workload described pursuant to Article 11, all contract, temporary contract, and regular faculty members are expected to participate in professional responsibilities outside the classroom, such as attending

division and department meetings, participating in program planning, participating on search and selection committees, serving on evaluation teams, and participating in college governance as needed. These requirements may

be scheduled on any day considered to be part of the academic calendar (academic calendar defined in 1.4.7).

## 11.1 GENERAL PROVISIONS - CLASSROOM INSTRUCTORS

### 11.1.1 Class Size

The District reserves the right to cancel any class that does not meet the minimum requirements. Maximum class size shall be increased by no more than three (3) students per class, with the beginning of the

Spring Semester of the 1995-96 academic year. This increase will exclude classes where there are facility restrictions or limitations and/or where the class size would violate regulations affecting the safety of staff

or students. Maximum class size shall be increased by no more than one (1) student per class, with the beginning of the Spring Semester of the 1997-98 academic year, excluding classes with restrictions or

limitations as noted above.

### 11.1.2 Teaching Load - Contract or Regular

11.1.2.1 A standard full-time teaching load shall be thirty (30) teaching units per year, except as noted in 11.3.1 and in the English department where current practice requires 31 or 32 teaching units

per year. A unit member's load may range from twenty-nine (29) teaching units to thirty (30) teaching units per year and still be considered a full load.

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

11.1.2.3 No unit member shall teach less than thirteen (13) or more than seventeen (17) teaching units per semester except by mutual consent, or unless fewer than thirteen

(13) teaching units are required to complete thirty (30) teaching units per year.

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

11.1.2.4.1 Summer session can be part of a regular assignment for year-round Nursing programs. An assigned unit member will be compensated by a corresponding reduction

in teaching time from the 175 contract days of instruction.

### 11.1.3 Office Hours

#### 1.1.3.1 Definition

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

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

#### 11.1.3.3 Number of Hours

11.1.3.3.1 Except as noted below, a full-time contract/regular unit member shall schedule and hold five (5) office hours per week, at least one each day during which a teaching

assignment is scheduled for that employee. In the case where a contract/regular unit member is scheduled to teach less than five (5) days per week, the five required office hours per

week shall be held over a minimum of four (4) days per week. In the case where a unit member teaches an evening class as part of his/her load on the same day as he/she teaches a

day class, office hours shall be scheduled that are contiguous to both the day and evening offerings. Therefore, such a unit member may hold two office hours on one day, one near

the daytime class(es) and the other near the evening class(es). Evening is defined as a class that starts at or after 5 p.m. A unit member who teaches an off-campus class as part of a

regular load will hold an office hour contiguous to the off-campus offering. Pursuant to this article, faculty may not be required to hold an office hour five (5) days per week.

However, contract/regular faculty must attend division, department and shared governance meetings which can be scheduled Monday through Friday.

11.1.3.3.2 Regular and contract unit members who work less than full-time and adjunct unit members shall schedule and hold the same ratio of office hours as

their instructional assignment bears to a full time assignment.

#### 11.1.3.4 Posting

All contract/regular and adjunct classroom instructors shall post their schedule of office hours on, or adjacent to, their office doors or in the division office. If unit members are not in their offices

during office hours, they shall post where they will be in an instructional area. A copy of each unit member's class and office hour schedule shall be submitted to the appropriate administrator no

later than the end of the first teaching week of each semester on forms provided by the District.

#### 11.1.3.5 Rescheduling

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

schedule of office hours, and a copy shall be given to the appropriate administrator.

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

#### 11.1.5 Scheduling of classes

11.1.5.1 Each regular and contract unit member shall prepare a proposed schedule of her/his duties and classes for the upcoming semester in accordance with departmental

decisions regarding offerings and schedules, and present it to her/his appropriate administrator at least two weeks in advance of the division's scheduling deadline. The

schedule shall be in accordance with the standard workload provisions.

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

11.1.5.3 In the event the appropriate administrator determines that a regular or contract unit member's proposed schedule must be modified, the appropriate administrator

shall meet with the unit member and explain the modification. A new schedule for the unit member shall be worked out by the appropriate administrator.

## 11.2 Semester Load Factor

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

### 11.2.2 Semester Load Factor Table

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

1.00 Teaching Unit

11.2.2.2 Each hour of ECE practicum or workshop:

0.33 Teaching Unit

11.2.2.3 Each hour of physical education activity:

0.75 Teaching Unit

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

0.75 Teaching Unit

11.2.2.5 Each hour of science lab classes as listed:

0.80 Teaching Unit

Anthropology 1L

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

Biology 1A, 1B, 1C, 4, 5, 6, 7, 11A, 11B, 11C, 13AL, 21A

Chemistry 1A, 1B, 2, 5, 10, 12AL, 12BL, 30A, 30B

Engineering 15, 45 (3 lab hours each)

Geography 1L

Geology 10, 20

Horticulture 1A, 1B

Meteorology 1L

Oceanography 10

Physics 2A, 2B, 4A, 4B, 4C, 10L, 11

Psychology 2

11.2.2.6 Each hour of dental hygiene clinic:

0.75 Teaching Unit

11.2.2.7 Each hour of nursing clinic as listed:

0.80 Teaching Unit

Nursing 81, 82, 83, 84

11.2.2.8 Composition Factor

Each hour of English composition class or Spanish 5A and 5B requiring 6,000 or more written, corrected, original words in the class during the semester:

1.33 Teaching Unit

11.2.2.9 Each scheduled hour of rehearsal, lecture, or critique in performance in dance, theater arts, and music:

1.00 Teaching Unit

(No performance class may equal more than six (6) teaching units, regardless of the number of hours per week spent in rehearsal.)

11.2.2.9.1 Each scheduled arranged hour of music performance classes:

.25 Teaching Unit

#### 11.2.2.10 Writing Factor

Each hour of courses requiring a minimum of 4,000 words of critical analytic written work per semester (essay examinations and/or major papers), assigned, read and

evaluated by the unit member. The written work must be the primary mode for evaluating students' performance. Such courses shall be so designated in the course schedule

and college catalog. (See Appendix E - Writing Factor Program):

#### 1.25 Teaching Unit

Writing Factor classes:

ECE 31/131, 32

Anthropology 2, 6, 7, 8, 9A, 9B, 9C, 11, 16

History 2A, 2B, 4A, 4B, 14, 15, 16C, 17A, 17B, 18, 19A, 19B, 19C, 20A-Z, 21A, 21B, 29A, 29B, 39A-Z, 39B

Philosophy 39, 49

Political Science 1, 5

#### 11.2.2.11 Portfolio Evaluation and Norming

Unit members assigned to perform English 100, 255 and 290 portfolio evaluation and norming shall be compensated for each hour of portfolio evaluation and norming at the rate of \$25.00 per hour.

The unit member assigned to coordinate English 100, 255 and 290 portfolio evaluation and norming shall be compensated \$250 per semester in addition to the \$25 per hour for portfolio evaluation

and norming.

11.2.2.12 Each hour of art history lecture based on intensive use of slides:

1.25 Teaching Unit

"Slide-factor" classes are not eligible to receive the large class factor.

11.2.2.13 Large Class Factor

Each hour of a lecture class exceeding sixty (60) students at census:

1.25 Teaching Unit

Each hour of lecture class exceeding ninety (90) students at census:

1.50 Teaching Unit

Each hour of lecture class exceeding 120 students at census:

1.75 Teaching Unit

Each hour of lecture class exceeding 150 students at census:

## 2.0 Teaching Unit

A unit member may agree to waive the class size factors in 11.2.2.13 of this article in return for the provision of mutually agreed student assistance adequate to cover the

increased burden of such classes.

11.2.2.14 A unit member teaching discussion (X) sections only, of a lecture discussion course shall, in addition to receiving one teaching unit for each hour of discussion (X) section taught,

receive 0.33 teaching unit for each hour of lecture in that course attended per week. (X) section (and the associated lecture section) classes are not eligible to receive the large class factor. This

article is limited to ECE and Nursing sections only.

## 11.2.2.15 Distance Education

11.2.2.15.1 Telecourse: A course taught with licensed broadcast video and associated material that may be supplemented with additional assignments created by the instructor.

Faculty assigned to teach telecourses will receive the same faculty load credit as the faculty would receive if this course were taught in a traditional method. The maximum enrollment

is 150. Faculty will be required to maintain regular effective contact with students. The definition of regular effective contact between instructor and students includes group or

individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail,

or other activities. Regular effective contact is an academic and professional matter pursuant to Title 5, Section 53200.

11.2.2.15.2 Interactive Video Course: A course taught synchronously at different sites connected by electronic media through which students and instructor can communicate. The

workload for interactive video courses will be the same as for courses taught in a regular classroom.

11.2.2.15.3 Online Course: A course primarily delivered online.

11.2.2.15.3.1 Maximum Class Size:

The first and second time a unit member teaches a particular course online, the maximum class size for the online course will be 75% of the standard maximum class size established for the course. (Effective for the life of this contract.)

11.2.2.15.4 Office Hours: Unit members teaching distance education courses may elect to fulfill their office hour requirement for the distance education course in an alternative

distance mode away from the office.

11.2.2.16 Interdisciplinary Classes

Classes that combine at least two disciplines in one setting, explore a subject from a variety of views, and involve the work of at least two classroom instructors.

11.2.2.16.1 Team Taught Courses: One course taught by more than one instructor.

11.2.2.16.1.1 Each hour of lecture; 1 Teaching Unit

11.2.2.16.1.2 Each hour attendance; 1/3 Teaching Unit

11.2.2.16.1.3 Coordination; 1 Teaching Unit to be shared between instructors team teaching

11.2.2.16.2 Linked Courses: Two or more courses with overlapping themes offered in the same semester and students must enroll in each of the courses. Assigned faculty work

together outside of class time to coordinate course materials, i.e., syllabi, assignments and exams.

11.2.2.16.2.1 Each unit member teaching a linked course will receive the same faculty load credit as the faculty would receive if this course was

taught in a traditional method, plus each receives one additional teaching unit for coordination.

11.2.2.16.3 Linked Courses with a Colloquium: If students are required to enroll in a one-unit colloquium course associated with the linked courses, all faculty teaching the linked

courses are required to team teach the colloquium.

11.2.2.16.3.1 Each unit member teaching a linked course with a colloquium will receive teaching units for the linked course according to Article

11.2.2.16.2.1 and for team teaching the colloquium according to Article 11.2.2.16.1.

11.2.2.17 Unit members approved to develop an interdisciplinary course will be compensated for one semester as follows:

one unit for developing a one-unit class;

two units for developing a two-unit class;

unit members developing a class of three or more units will receive six (6) units total to be split among all the instructors.

### 11.3 Special Load Factors

11.3.1 A regular load in physical education shall not consist of more than nine (9) classes.

11.3.2 The head coaches of football, men's basketball, and women's basketball, shall each receive nine (9) teaching units for such coaching.

11.3.3 Effective the 2001-02 academic year, head coaches and the assistant football coach will receive a stipend of \$1,000 per year. The stipend shall be increased each subsequent year by the percentage

increased applied to the contract/regular salary schedule specified in Section 13.1.

### 11.4 Special Load Considerations

#### 11.4.1 Art Studio

Art studio classes shall each have a maximum enrollment of twenty-eight (28) students per class at registration, unless there are facility restrictions or limitations and/or where the class size

would violate regulations affecting the safety of the staff or students. A unit member may, at his/her own discretion, add up to two (2) additional students.

#### 11.4.2 English

English classes shall have a maximum enrollment of thirty-four (34) students at registration. A unit member may, at his/her own discretion, add additional students up to 36 per class. The

maximum enrollment in English classes with the composition factor, ENGL 255, 100, 1A, 1B, 1C, 1D, 2, ESL 10 and 20, shall be 29 students; a unit member may, at his/her own

discretion, add additional students up to 31 per class.

#### 11.4.3 Foreign Language

Foreign language classes shall have a maximum enrollment of thirty (30) students per class at registration. A unit member may, at his/her own discretion, add up to two (2) additional students.

#### 11.4.4 Special Studies

A unit member may teach special studies, whether for individual students or for small groups, for which she/he assumes normal grading and record keeping responsibilities. Compensation is based at the rate of

one/fifteenth (1/15) of a teaching unit at the adjunct pay rate for each special studies student unit. Special studies student units may be cumulative summer, fall, and spring of one academic year. The instructor

shall furnish a copy of the final grade sheet to the appropriate Division Chair by the published date that grades are due to Admissions and Records. Special studies units will not be compensated if claimed after

June 30th.

#### 11.4.5 Cooperative Work Experience

A unit member teaching cooperative work experience shall be paid at the unit pay rate based on eight students equaling one lecture hour equivalency.

#### 11.4.6 Workbook Based Library Courses (Library 10 and Library 15C)

A unit member teaching a workbook based library course shall be compensated at .8 teaching units for each section assigned.

### 11.5 Academic Specialists

11.5.1 Academic Specialists include Counselors, Librarians, Health Services Nurses, and Other Academic Specialists as defined in Article 11.5.5.

#### 11.5.1.1 Hours/Teaching Units

Faculty employed as contract/regular Academic Specialists shall work thirty-six (36) hours per week, up to 5 hours of which may be scheduled for professional activities. Adjunct and overload

assignments shall be based on teaching units. Each teaching unit (TU) is equal to two and two-fifths (2.4 hours) of work per week per semester. The conversion of teaching units to hours is

specified in Side Letters, Attachment II, Table III. Adjunct and overload Academic Specialist units shall be paid according to the Adjunct Academic Specialist salary schedule.

11.5.1.2 Academic Specialists assigned to teach a standard scheduled class, as defined in Article 1, as part of the unit member's contract assignment shall receive one (1)

hour of preparation time for each teaching unit of instruction.

11.5.1.3 Academic Specialists shall post his/her work schedule adjacent to or on his/her office door.

## 11.5.2 Counselors

### 11.5.2.1 Description

Faculty employed as counselors in the Counseling Division, EOPS and Disabled Student Services, shall work thirty- six (36) hours per week; 31 hours of counseling plus five (5) additional

scheduled hours for professional activities.

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

11.5.2.3 Except for voluntary overload, all contract regular counselors assigned to perform duties on any day in addition to the unit member's contract days of service, as

provided in this contract, shall be compensated at the contract daily rate. The contract daily rate is determined by dividing the unit member's annual salary by one hundred

seventy-five (175).

11.5.2.4 Each counselor shall post his/her work schedule adjacent to or on his/her office door.

### 11.5.3 Librarians

11.5.3.1 Faculty employed as librarians shall work thirty- six (36) hours of library work per week.

### 11.5.4 Health Services Nurses

11.5.4.1 Faculty employed as nurses shall work thirty-six (36) hours per week.

### 11.5.5 Other Academic Specialists

Other Academic Specialists are faculty employed or reassigned by the District to provide instructional support one-on-one or in open learning labs such as Computing Center, Learning Skills, Reading Center,

Stroke Center, Writing Center, Music/Theater Arts Lab, Nursing Lab, Language Lab, Academic Systems Lab, Math Learning Center, ESL Lab.

## 11.6 Instructional Support Faculty (ISF) and Special Projects Faculty

11.6.1 Instructional Support Faculty are employed or assigned by the District to provide non-teaching support of an instructional program or student service, through programs such as the Gallery, Theater

Sets, Cabrillo Stage, Women's Studies, cooperative work experience, Puente, and RT Clinic.

11.6.2 Special projects are not to exceed two years.

### 11.6.3 Hours/Teaching Units

11.6.3.1 Faculty employed as contract/regular ISFs shall work thirty-six (36) hours per week. Adjunct and overload assignments shall be based on teaching units. Each teaching unit (TU) is equal to

two and two-fifths (2.4) hours of work per week per semester. The conversion of teaching units to hours is specified in Side Letters, Attachment II, Table III.

### 11.6.3.2 Reassigned Time

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

11.6.3.2.2 The number of teaching units is specified in Side Letters, Attachment II, Table II.

11.6.3.2.2.1 Prior to the fifth week of each semester, the Vice President of Instruction will provide a written notice to the CCFT listing the employees reassigned ISF

and special project duties in accordance with 11.6.1 and 11.6.2.

11.6.3.2.2.2 Grants: Due to the necessity of immediate response time required when writing grants, reassigned time associated with grants is outside the purview of

this contract.

11.6.3.2.3 Any change in the compensation or working conditions, as specified in Side Letters, Attachment II, Table II, will be negotiated by a committee of the VPI, one Division

Chair, and two (2) CCFT representatives.

11.6.3.2.4 In the event that the District wishes to add or delete an ISF, or change the duties, compensation or working conditions of an ISF, as specified in Side

Letters, Attachment II, Table II, the VPI shall present a description of duties to the committee as specified in Article 11.6.3.2.3.

11.6.3.2.5 Reassigned time for contract/regular faculty shall be converted to the appropriate fraction of a full-time equivalent. If possible, the reassigned time plus the regular

assignment shall equal a full-time assignment. If this cannot be accommodated, the reassigned time shall be averaged over two (2) consecutive semesters so that the number of

hours reassigned and the classroom or non-classroom hours are adjusted to the nearest hour which completes a full-time assignment for a one year period.

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

teaching unit of instruction.

11.6.5 ISFs shall post his/her work schedule adjacent to or on his/her office door.

## 11.7 Children's Center Teachers

11.7.1 Faculty employed as Children's Center teachers, paid according to the Children's Center Teachers Salary Schedule, shall work forty (40) hours per week.

## 11.8 Interns/Mentors

11.8.1 Faculty interns shall be employed as adjunct faculty, shall meet the minimum qualifications as specified in Administrative Regulation 5105B, and shall serve under the supervision of

a mentor and meet with the mentor as specified in Administrative Regulation 5105B.

11.8.2 Faculty mentors shall be contract/regular faculty.

11.8.2.1 Faculty mentors shall be identified on a volunteer basis only, in consultation with the Division Chair.

11.8.2.2 Faculty mentors shall provide substantial in-class supervision and evaluation of the intern's teaching capabilities. This monitoring shall include, but is not limited to, making at least three

(3) classroom visits to the intern's class each session, and reviewing the intern's course syllabus, reading lists and examinations. The mentor shall schedule at least one meeting per month with the

intern to discuss progress.

11.8.2.3 Faculty mentors shall have no other assigned duties during the time that the intern is teaching or rendering other service directly to students.

11.8.2.4 Faculty mentors shall be compensated at the rate of \$400 per semester.

## 11.9 Academic Program Directors (APDs)

11.9.1 Faculty employed as directors and faculty reassigned by the District to direct an academic/occupational program are Academic Program Directors (APDs). APDs have the authority and responsibility to

direct an academic/occupational program and fulfill program goals. All APDs must meet the minimum qualifications of teaching in the area they direct.

11.9.1.1 APDs are appointed to said positions at the discretion of the District and are assigned duties in accordance with the needs of the District.

11.9.1.2 Prior to the fifth week of each semester, the Vice President of Instruction will provide a written notice to the CCFT listing the employees assigned to each APD position.

## 11.9.2 Compensation

11.9.2.1 The compensation for APDs is based on teaching units (TUs) or hours as defined in Side Letters, Attachment II, Table I.

11.9.2.1.1 Any change in the compensation or working conditions, as specified in Side Letters, Attachment II, Table I, will be negotiated during 2001-02.

11.9.2.1.2 In the event that the District wishes to add or delete an APD, or change the duties, compensation or working conditions of an APD, as specified in

Attachment II, the VPI shall present a description of duties as specified in Article 11.9.2.1.1.

11.9.2.1.3 The committee shall apply the criteria specified in Side Letters, Attachment II, Table I, as guidelines in determining the number of teaching units or hours of compensation.

11.9.2.1.4 Reassigned time for contract/regular faculty shall be converted to the appropriate fraction of a full-time equivalent. If possible, the reassigned time plus the regular

assignment shall equal a full-time assignment. If this cannot be accommodated, the reassigned time shall be averaged over two (2) consecutive semesters so that the number of

hours reassigned and the classroom or non-classroom hours are adjusted to the nearest hour, which completes a full-time assignment for a one year period.

11.9.2.1.5 In 2001-02 only, a one-time stipend in the amount of \$568 will be provided for each of the 41 APDs as specified in Side Letters, Attachment II, Table I. This stipend can be

used for training, conferences, equipment, supplies, or professional services/special projects. The stipend may not be used for APD compensation, hourly wages or on-going

purposes.

### 11.9.3 Stipends

The following directors will receive a stipend of \$4,686 per year:

Director of Athletics

Director of DSP&S

Director of Culinary Arts & Hospitality Management

Director of Transfer Center

Any resignation of a unit member in a director position with a stipend, as specified in this article, will terminate the stipend.

### 11.9.4 Extended-Year Contracts (Beginning with the 1996-97 academic year.)

Extended-year contracts are limited to the following APDs assigned to accrediting agency-mandated year-round instructional programs, or district-mandated year-round student support

programs, and required by the district to work additional days during the summer.

Extended-year contracts are for the following number of days:

Director of Athletics: 185 days

Director DSP&S: 195 days

Director EOPS:195 days

Director TLC: 195 days

Radiology Technology Director: 185 days

Beginning with the 2001-02 academic year, extended year contracts (195 days) are expanded to the three (3) Academic Specialists assigned to the Solari CTC and the Watsonville

Center CTC due to year-round programs.

11.9.4.1 The extended-year contract calendar days must be submitted in writing by the APD and authorized by the appropriate administrator.

11.9.4.2 All other APDs or special assignments shall be compensated at the adjunct salary schedule rate.

11.9.5 Evaluation: All APDs shall be evaluated on their APD duties as defined by the generic job description, and their teaching duties, as specified in Side Letters, Attachment II, and in the regular evaluation

process as defined in Article 17.

## 11.10 Adjunct Workload

An adjunct unit member teaching load shall consist of no more than sixty percent (60%) of the standard full-time teaching load during the 175-day academic year (excluding summer and intersession),

which calculates to a total of 18 teaching units per academic year.

11.10.1 An adjunct unit member who is authorized by the Vice President, Instruction to perform services beyond normal course preparation or classroom activity shall be compensated at her/his unit rate. Adjunct

unit members shall be compensated at the unit rate for reassigned or director responsibilities. The combination of all assignments, including, but not limited to, activities other than classroom, normal course

preparation, or office hours, reassigned time, shall not exceed sixty percent (60%) of the standard full-time teaching load as defined in section 11.1.2 above.

11.10.2 An adjunct unit member who serves as an evaluator shall be compensated for two hours at an hourly rate calculated on the basis of her/his placement on the salary schedule.

## **Article 12**

### **Grievance Procedure**

12.1 The CCFT and the District recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end, the following definitions and procedures are adopted.

#### 12.2 Definitions

12.2.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied or violated.

12.2.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or the CCFT. Unless CCFT is grieving Article 7 of this Agreement, the

CCFT shall name a bargaining unit member or members for each grievance file.

12.2.3 A "day" is any day in which the administrative offices of the Cabrillo Community College District are open for business.

12.2.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

12.2.5 A "CCFT representative" is designated by the CCFT to represent a grievant.

12.2.6 "Shall" is mandatory, "may" is permissive.

12.2.7 To "file" means to deliver personally or by certified mail return receipt requested. A document is "filed" on the day it is received.

### 12.3 General Provisions

12.3.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

12.3.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, this provision shall not prohibit the

appropriate filing of documents relating to disciplinary matters, unless the removal of such documents is ordered as part of any grievance settlement or arbitration award.

12.3.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

12.3.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further

appeal.

12.3.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.

12.3.6 By mutual agreement in writing, the grievant and the District may extend the time deadlines at any level.

12.3.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings

shall not be scheduled so as to interfere with the CCFT representative's academic schedule unless mutually agreed otherwise by the CCFT and the District. The CCFT representative shall

be released from academic duties for meetings or hearings at Level III which conflict with her/his work schedule. If any grievance meeting or hearing must be scheduled during the work

day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable

amount of time necessary for the presentation of the grievance or testimony.

12.3.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative

group shall not act on behalf of or represent the grievant. The CCFT representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor. A

bargaining unit member designated by CCFT to represent a grievant shall receive reasonable release time as provided in Article 7.6 of this Agreement to attend grievance meetings and

hearings provided for in the grievance procedure.

12.3.9 The grievant may elect to have the grievance adjusted without the intervention of the CCFT, so long as the adjustment is not inconsistent with the terms of this Agreement, and

provided that the District shall not agree to a resolution of the grievance at levels one (1) and two (2) until the CCFT has received a copy of the grievance and the proposed resolution, and

has been given reasonable opportunity to file a response.

12.3.10 If a grievance is filed at the end of the academic year, and if being left unresolved until the beginning of the subsequent academic year would result in harm to the grievant, then by

mutual agreement, the time limits herein will be reduced so that the procedure will be exhausted as soon as practicable.

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

Superintendent/President.

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

consolidated grievance.

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

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

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

## 12.4 Procedure

At each level in the grievance procedure, the grievant must file the grievance and all related documents with the person involved at the appropriate level and with the Director of Personnel and Human Resources. Grievances

will be processed in accordance with the following procedures:

### 12.4.1 Level I - Informal Resolution

12.4.1.1 Any unit member who believes she/he has a grievance shall present the grievance in writing to the immediate supervisor, within thirty (30) days (excluding non-contractual days between semesters) after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter. This provision shall not be read to prohibit or in any way limit open discussion between a unit member and immediate supervisor regarding potential violations of the Collective Agreement. Nor shall this provision limit the right of a unit member to have CCFT representation during these open discussions regarding potential violations.

12.4.1.2 The written information provided by the grievant shall include:

- (a) a description of the specific grounds of the grievance, including but not limited to names, dates, and places necessary for a complete understanding of the grievance,
  - (b) a listing of the provisions of this agreement which are alleged to have been violated,
  - (c) a listing of specific actions requested of the District which will remedy the grievance. Three (3) copies of the grievance form shall be completed by the grievant
- shall submit one (1) copy to the immediate supervisor, one copy to the CCFT and retain the third copy.

12.4.1.3 The immediate supervisor shall communicate the decision on the grievance to the grievant, the Director of Personnel and Human Resources, and the CCFT

Grievance Officer (provided the CCFT is representing the grievant in the grievance), in writing within fifteen (15) days after receiving the grievance.

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

#### 12.4.2 Level II - Appeal to Superintendent/President

12.4.2.1 If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the receipt of the decision at Level I appeal the decision on the

appropriate form to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a concise statement of the reasons for the appeal.

12.4.2.2 Within ten (10) days after receipt of the appeal, the Superintendent/President or designee shall schedule a conference with the grievant and other persons whose

assistance to the Superintendent/President or designee is deemed necessary to adjust the grievance.

12.4.2.3 Within fifteen (15) days after the conference is held, the Superintendent/President or designee shall communicate in writing to the grievant and the grievant's immediate supervisor, the

Director of Personnel and Human Resources, and the CCFT Grievance Officer, the decision and the reasons therefore.

#### 12.4.3 Level III - Binding Arbitration

12.4.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision submit a request in writing to the CCFT for arbitration of the

dispute. Within ten (10) days of the receipt of the grievant's request for arbitration, the CCFT shall inform the District of its intent as to whether or not the grievance will be arbitrated. The CCFT

and the District may attempt to agree upon an arbitrator. If no agreement can be reached, the CCFT and the District shall request that the State Conciliation Service supply a panel of five (5) names

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

order of the striking shall be determined by lot.

12.4.3.2 The arbitrator shall, as soon as possible, hear evidence and tender a decision on the issue or issues submitted to her/him. If the parties cannot agree upon a

submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

12.4.3.3 The District and the CCFT agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively

to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter,

amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator

shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

12.4.3.4 After hearing evidence and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, her/his findings

and award.

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

12.4.3.6 The fees and expenses of the arbitrator shall be shared equally by the District and the CCFT. All other expenses shall be borne by the party incurring them, and

neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing.

The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests

a court reporter, then the costs shall be shared by both parties.

12.4.3.7 Alleged violations of Article 5 (Non-discrimination) shall not be subject to the binding arbitration provisions of this Article. If the grievant is not satisfied with the decision at Level II of the

grievance procedure, the grievant may appeal the decision to the Governing Board or pursue other remedies she/he may have before state or federal agencies or courts.

## **Article 13**

### **Salary**

#### 13.1 Salary Schedules

##### 13.1.1 Contract/Regular Salary Schedule

13.1.1.1 In 2001-02, the 2000-01 Contract Regular Salary Schedule shall be increased 7% to 8% effective the first day of the 2001-02 academic year based on the following:

13.1.1.1.1 If the District receives \$190,000 or more from the State Adopted Budget for community colleges for part-time (adjunct) faculty

compensation, then the Contract Regular Salary Schedule shall be increased 8%.

13.1.1.1.2 If the District receives less than \$190,000 from the State Adopted Budget for community colleges for part-time (adjunct) faculty

compensation, then the Contract Regular Salary Schedule shall be increased by 7% plus a factor equivalent to the amount of State funds received

for part-time faculty compensation divided by \$190,000.

13.1.1.1.3 If the District receives no funding from the State Adopted Budget for community colleges for part-time (adjunct) faculty compensation,

then the Contract Regular Salary Schedule shall be increased 7%.

13.1.1.2 In 2001-02, columns 4, 5, and 6 of the Contract Regular Salary Schedule shall be increased by one step effective the first day of the 2001-02 academic year as

follows:

13.1.1.2.1 Column 4; add \$1,365 to step 15 to establish step 16

13.1.1.2.2 Column 5; add \$1,460 to step 20 to establish step 21

13.1.1.2.3 Column 6; add \$1,560 to step 25 to establish step 26

13.1.1.3 In 2002-03, the 2001-02 Contract Regular Salary Schedule shall be increased 4% effective the first day of the 2002-03 academic year

13.1.1.4 In 2003-04, the 2002-03 Contract Regular Salary Schedule shall be increased 3.5% effective the first day of the 2003-04 academic year

13.1.1.5 Adjunct salary schedule and adjunct academic specialist salary schedule cap

13.1.1.5.1 State funds received during the life of this contract for part time faculty compensation will be applied towards the elimination of the salary cap on the adjunct and adjunct academic specialist salary schedules.

13.1.1.5.2 If, during the life of this contract, the District receives more from the State budget for community colleges for part time faculty compensation than is required

to eliminate the cap, then this amount will be the financial parameter for the parties to reopen the following articles: 13.1.2.2, 60% pro rata; 13.1.3.2, 80% pro rata;

13.3.2, step advancement; 14.4, adjunct benefits; 16, adjunct.

13.1.1.5.3 During the life of this contract, a minimum of \$385,000 will be applied to elimination of the salary cap, with or without State funds, as follows,

2001-02 District commits \$190,000 towards the elimination of the salary cap

2002-03 District commits \$95,000 towards the elimination of the salary cap

2003-04 District commits \$100,000 towards the elimination of the salary cap

13.1.1.5.4 Funds received from the State in any year will be applied in that same year. For example, if the college receives \$385,000 in 2001-02, all the funds will be

distributed in 2001-02, and the District commitment for 2002-03 and 2003-04 will have been met. Refer to Side Letter 2001-02.3 for variations depending upon State

money.

### 13.1.2 Adjunct Salary Schedule

13.1.2.1 The adjunct salary schedule shall have the same number of steps and columns as the full-time salary schedule.

13.1.2.2 The salary paid per teaching unit on the adjunct salary schedule shall be calculated by taking the corresponding annual salary from the contract/regular salary

schedule, dividing that number by thirty (30) and taking sixty percent (60%) of the result.

13.1.2.3 Adjunct unit members who qualify for Class 6 and hold a Doctorate or approved Master of Fine Arts Degree (Section 13.4.2) shall receive a prorated doctoral

stipend per unit of compensation, calculated by taking the Contract/Regular Doctorate stipend, dividing that number by thirty (30) and taking 60% of the result.

### 13.1.3 Academic Specialist Adjunct Salary Schedule

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

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

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

### 13.1.4 Children's Center Teacher Salary Schedule

#### 13.1.4.1 Salary Schedule Increases

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

13.1.4.1.2 In 2001-02, the Children's Center Classroom Teacher and the Children's Center Master Teacher classifications, as designated in the 2000-01

Salary Schedule, shall be combined into one classification as per Appendix H.1.

13.1.4.1.3 In 2002-03, the Children's Center Teacher Salary Schedule shall be modified as per Appendix H.2.

3.1.4.2 The Children's Center Teacher Salary Schedule is for 190 contract days.

#### 13.1.4.3 Initial Salary Placement

Initial salary placement shall be according to Article 13.2.

#### 13.1.4.4 Step Advancement

Step advancement shall be according to Article 13.3.

### 13.2 Initial Salary Placement

13.2.1 Step placement shall be based on in-district teaching service rendered and credit for out-of-district teaching experience granted at the time of initial employment, or applicable work experience directly

related to the teaching assignment granted at the time of initial employment.

13.2.2 Occupational experience directly related to the unit member's teaching assignment in the District will be credited as follows: for each two (2) years of previous related occupational experience, one (1) step

advancement will be granted to the maximum credit as defined within Section 13.2.3. The experience must be beyond the occupational experience needed to satisfy the minimum qualifications.

13.2.3 Unit members hired as a contract/regular employee shall receive one step advancement for each year of teaching experience, provided each year of teaching was on a full-time basis for seventy-five percent

(75%) or more of an academic year. The maximum credit a unit member may initially receive is eight (8) years, placed at Step 9. Adjunct unit members shall receive one step advancement on the adjunct salary

schedule for each two (2) semesters of teaching experience to a maximum of eight (8) years to be placed at the ninth (9) step.

13.2.4 Credit for active, full-time military service may be granted on the basis of one step for twelve (12) to twenty-three (23) months duty time and two (2) steps for twenty-four (24) or more months duty time,

towards the maximum credit as defined within Section 13.2.3.

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

13.2.6 All new contract, regular and adjunct unit members will be evaluated and notified in writing of their initial placement on the salary schedule, within thirty (30) days of the beginning of their assignment.

Permanent placement will be contingent upon submission of required records and documents within ninety (90) days of employment. Changes made in salary placement as a result of documentation submitted

after the permanent evaluation will be effective the beginning of the fall semester of the following year, or effective at the beginning of the following semester for adjunct faculty.

13.2.7 Effective beginning the academic year of 2001-02, for initial placement, graduate or upper division coursework earned subsequent to attainment of a Master's Degree in a regionally accredited college or

university will be credited for salary schedule class/column purposes. With the approval of the supervising vice president, lower division course work earned in a regionally accredited college or university

subsequent to attainment of a Master's degree that is related to the unit member's assignment will be accepted.

### 13.3 Step Advancement and Career Increments

13.3.1 Contract and regular unit members with an assignment of 60% or more shall receive one step advancement within the appropriate class upon satisfactory completion of at least seventy-five percent (75%)

of the number of days of required service including days of paid leave and professional development in the preceding year or in two semesters until the maximum step allowed has been reached.

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

13.3.2 Adjunct unit members shall receive one step advancement within the appropriate class in the adjunct salary schedule, for each two semesters of service to the District.

### 13.4 Placement in salary schedule class (column)

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

13.4.1.1 Class 1 - BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a masters degree.

13.4.1.2 Class 2 - MA or MS required

13.4.1.3 Class 3 - Class 2 plus 15 Units or MA/MS with a Bachelor's plus 45 units

13.4.1.4 Class 4 - Class 3 plus 15 units or MA/MS with a Bachelor's plus 60 units

13.4.1.5 Class 5 - Class 4 plus 15 units or MA/MS with a Bachelor's plus 75 units

13.4.1.6 Class 6 - Class 5 plus 15 units or Doctorate Degree or MA/MS with a Bachelor's plus 90 units

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

13.4.2.1 The doctoral stipend shall be granted to contract and regular unit members who qualify for Class 6 and hold a Master of Fine Arts Degree in the Visual or Performing Arts from a

professional school or university accredited by the National Association of Schools of Arts and Design, Music, Dance, or Theatre Arts. The MFA for Visual or Performing Arts has been

determined to be equivalent to a doctorate degree. For a Master of Fine Arts in other disciplines to qualify for the doctoral stipend, the MFA degree must be determined to be equivalent to a

doctorate by an appropriate accrediting organization, the Division Chair, and the Vice President of Instruction.

### 13.5 Professional Improvement and Work Experience Credits

13.5.1 Graduate or upper division course work earned subsequent to attainment of a Master's Degree in a regularly accredited college or university shall be credited for salary schedule class/column purposes.

With the prior approval of the Vice President of Instruction, lower division course work related to the unit member's assignment may be accepted. Honorary degrees are not acceptable for placement and/or

advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule.

Coursework is credited in semester units. A quarter unit equals two thirds (2/3) of a semester unit.

### 13.5.2 Unit Credit for Activities Other Than College Classes

13.5.2.1 Alternative methods of unit credit are available to unit members. Unit members may earn up to nine (9) alternative units in each class. Such units must be approved

by the Sabbatical Leave Review Board.

13.5.2.2 APPLICATION: An Application for Alternative Methods of Unit Credit (see Appendix S) must be submitted to the Sabbatical Leave Review Board before completion of the project. Credit

will be granted only with approval of the application and receipt of documentation of completion (see Appendix S).

13.5.2.3 EQUIVALENCY: Forty-eight hours of work in any of the following activities is equivalent to one unit of credit on the salary schedule. The hours of all completed activities may be

accumulated towards the 48 hours necessary for 1 unit.

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

mentor in his/her field including continuing education courses and related projects. The faculty member must demonstrate that such work is related to the

person's assignment and is not available through college credit.

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

instructor's professional growth and must enhance or augment an instructor's knowledge and understanding in subjects.

13.6 Only one advancement in salary class may be achieved per year, and the unit member requesting a change must submit all relevant degrees, transcripts and documents no later than November 1 of

the year of the salary class change. A unit member may advance as many classes in a year as the earned credit allows.

13.7 A unit member who conducts an authorized field/travel study shall be compensated at the adjunct salary schedule rate.

13.8 A unit member teaching a field course shall be compensated for field expenses at the rate of \$50.00 for each week spent in the field. Transportation shall be reimbursed at the prevailing District

rate.

## 13.9 Privileges

13.9.1 Unit members shall receive one staff parking permit per year or a bus pass without charge.

13.9.2 Unit members shall, upon request, be provided with a pass good for free admission to college-sponsored, regular season, athletic events.

13.9.3 Unit members who are assigned to off-campus work sites shall be reimbursed for travel between assigned work sites at the prevailing District rate.

## 13.10 Substitute Teaching Compensation

Effective the 2001-02 academic year, substitute teachers shall be compensated for each hour of such teaching at the rate of \$35.00 per hour. See Article 16.7 regarding adjunct faculty workload.

## 13.11 STRS, Employee Contribution

In September 1989, unit members contributing to STRS voted to approve the "Employer Pickup" option covered by the Internal Revenue Code Section 414(h)(2). This program provides that employee contributions to STRS are

nontaxable. Contributions are considered part of the employee's compensation for everything except tax treatment. The effective date of this program was January 2, 1990.

## 13.12 Number of pay checks

The District shall provide contract/regular unit members with the option of receiving their pay in either 10 or 12 equal distribution periods.

## **Article 14**

### **Health and Welfare Insurance Coverage**

#### 14.1 Insurance Coverage

14.1.1 The District agrees to make available medical, dental, life insurance, and long-term disability insurance as defined in Article 14.3 and shall provide to all bargaining unit members on a yearly

basis, information describing the current features of these insurance offerings. All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. The

District is a member of the Santa Cruz County Schools Health Insurance Group (JPA), which provides the medical and dental insurance. A unit member may secure more insurance than his/her

stipend covers by authorizing a salary deduction to cover the added premium cost.

#### 14.2 District Paid Insurance Stipend

14.2.1 Medical Coverage for Employee Only: The District shall provide full-time regular and contract unit members with medical coverage for employee only, a benefits stipend for medical, dental,

life insurance and long-term disability insurance, up to \$4,800.00 per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.1.1 Ten months assignment: \$480.00 monthly (\$4,800.00 annually)

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

14.2.2 Medical Coverage for Employee Plus One Dependent: The District shall provide full-time regular and contract unit members with employee plus one dependent in medical coverage, a benefits

stipend for medical, dental, life insurance and long-term disability insurance, up to \$6,232.80 per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.2.1 Ten months assignment: \$623.28 monthly (\$6,232.80 annually)

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

14.2.2.3 The stipend provided in Section 14.2.2 shall be increased during the life of this contract if necessary to equal the rates for employee plus one dependent enrolled in

the least expensive HMO and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and long-term disability insurance (Section

14.3.4).

14.2.3 Medical Coverage for Employee Plus Two Dependents:

The District shall provide full-time regular and contract unit members with employee plus two dependents in medical coverage a benefits stipend for medical, dental, life

insurance and long-term disability insurance up to \$6,800.00 per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.3.1 Ten months assignment: \$680.00 monthly (\$6,800.00 annually).

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

14.2.3.3 The stipend provided in Section 14.2.3 shall be increased during the life of this contract if necessary to equal the rates for employee plus two dependent enrolled in

the least expensive HMO and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and long-term disability insurance (Section

14.3.4).

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

14.2.4.1 Full-time Regular and Contract Unit Members Hired On or Before August 12, 1996 date: These unit members shall utilize whatever portion of the stipend is necessary to

purchase required coverage in insurance programs provided in section 14.3 and, at the option of the unit member, to purchase additional coverage in those insurance programs. The

balance of the stipend, if any remains, may be received directly by the unit member as compensation.

14.2.4.2 Full-time Regular and Contract Unit Members Hired After August 12, 1996 date: These unit members shall utilize whatever portion of the stipend is necessary to purchase

required coverage in insurance programs provided in section 14.3 and, at the option of the unit member, to purchase additional coverage in those insurance programs. The unit

members shall not be entitled to receive as compensation any unused portion of the stipend.

### 14.3 Insurance Programs

#### 14.3.1 Medical Insurance

Medical coverage for any unit member is mandatory (see Side Letters, Attachment III). It is voluntary for dependents, including a principle domestic partner. If medical insurance is

declined initially for the unit member's dependents, then any subsequent enrollment shall be subject to evidence of insurability of that unit member's dependents. The unit member shall

select from the following:

(a) Blue Cross Prudent Buyer Plan I

(b) Blue Cross Prudent Buyer Plan II

(c) Blue Cross Prudent Buyer Plan III

(d) Blue Cross Prudent Buyer Plan IV

(e) Blue Cross Prudent Buyer Plan VII

(f) HealthNet

(g) CaliforniaCare

#### 14.3.2 Dental Insurance

Participation in the Delta Dental Plan #8 with \$2,000 maximum benefit is mandatory for the unit member, voluntary for dependents. Dependents who have not previously been

withdrawn from the plan may be added during an "open enrollment" period, which will be available for one month each year.

#### 14.3.3 Life Insurance.

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

#### 14.3.4 Long-Term Disability Insurance

Participation in the long-term disability insurance provided by UNUM Insurance Company is mandatory for the unit member.

#### 14.3.5 IRS 125 for dependent care and health care.

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

CCFT.

#### 14.4 Adjunct Unit Members

##### 14.4.1 Initial Eligibility

Initial eligibility for a district-paid benefits stipend for medical and dental insurance is established at the end of two consecutive academic years during which the member worked 15 or

more units per year. Once initial eligibility has been established an adjunct unit member maintains eligibility for a district-paid benefits stipend if the unit member worked 15 or more

units the previous academic year. This initial eligibility is lost when a member works less than 15 units per year for two consecutive academic years. If lost, initial eligibility is

reestablished at the end of two consecutive years during which the member worked 15 or more units per year.

##### 14.4.2 Non-assignment but Eligible for Benefits

Adjunct unit members who do not receive an assignment and who are otherwise eligible for medical benefits or adjunct unit members who indicate on an Availability

Statement that they will not be available for service for up to two semesters and who otherwise qualify for medical benefits will retain their eligibility for benefits for up to two

semesters and may maintain the benefits by paying the cost of the premiums.

#### 14.4.3 Initial Eligibility Established but Annual Work Load Less Than 15 Units

After initial eligibility has been established, if benefits are lost due to a decreased workload the previous year, then it will be reinstated if the workload for the current year is

greater than or equal to 15 units, otherwise the adjunct employee must meet initial eligibility again. (Refer to Side Letter 2001-02.8, under development as of this printing)

#### 14.4.4 District's Financial Participation and Notification

The District's participation in this plan is an annual amount of \$100,744, as of 2001-02, and shall be increased each subsequent year by the percentage increase applied to the

contract/regular salary schedule specified in Section 13.1. In

2002-03 and 2003-04 only, the annual amount shall be increased by \$15,000. The amount shall also be increased by the amount the District receives from the State for adjunct

teaching at more than one district. The amount will be applied to the District's financial participation in 2001-02 for the State reimbursement in 1999-00, and in 2002-03 for the State

reimbursement in 2000-01.

The stipend amount per person per month shall be calculated on or near May 1st of each year as follows: the annual amount of District participation shall (1) be divided by the number

of adjunct unit members who are participating in the program as of May 1st, and (2) be divided by ten to calculate the stipend amount per person per month.

On or near May 1st of each year the District shall prepare a list of all adjunct members who will be eligible for the benefits stipend in the following year based on the criteria established

in 14.4.1. The District shall send a copy of this list to the CCFT. By May 15th the District shall have notified all eligible persons of (a) their eligibility for the following year, and (b)

the amount of the district stipend for the following year, so they may choose to participate. Those choosing to participate must notify the personnel office by August 1st of each year.

#### 14.4.5 Additional Insurance Coverage

An adjunct unit member may secure more insurance than his/her stipend covers by authorizing a salary deduction to cover the added premium costs.

#### 14.4.6 Insurance Coverage When Eligibility is Lost

If a previously participating adjunct member is no longer eligible for the district-paid stipend, then he/she may purchase the district plan under the provisions of, and within the

limits of COBRA.

14.5 The District will provide an alternative retirement plan to Social Security for adjunct members. Adjunct members may opt for this alternative plan, STRS, or Social Security. Once the employee elects the

alternative plan, the decision is irrevocable. The combined contribution from the district and the unit member is 7.5%. The District will contribute 4.5% to the alternative plan and the unit member will contribute

3%, deducted from the unit member's pay. The CCFT and the District agree to a retirement plan offered by APPLE as the alternate retirement plan for adjunct faculty.

## **Article 15**

### **Layoffs**

15.1 At least 120 days prior to the effective date of a proposed layoff of bargaining unit members, the District will give the Union notice and an opportunity to bargain any impacts of the proposed

decision to layoff which changes the status quo and within the scope of representation and which have not previously been negotiated.

#### 15.2 FACULTY SERVICE AREAS ("FSAs")

15.2.1 DEFINITION: FSAs are service or instructional subject areas or a group of related services or instructional subject areas performed by faculty and established by agreement of the District, the Faculty

Senate, and the CCFT. Each FSA is listed in Appendix U, attached to this Agreement.

15.2.2 FUNCTION: The function of FSAs is to provide objective and legal criteria by which seniority and displacement ("bumping") rights of faculty are determined when a reduction in force (layoff) is

implemented.

15.2.3 INITIAL ASSIGNMENT: Faculty members shall qualify for and be assigned by the District to one or more FSAs at the time of initial employment based on minimum qualifications pursuant to Education

Code 87356 and the unit member's initial assignment.

15.2.4 ADDITIONAL FSAs: After initial employment, a faculty member may apply to the District to add FSAs for which the faculty member qualifies.

15.2.4.1 To be eligible for an additional FSA, a faculty member must meet both the (1) minimum qualifications pursuant to Education Code 87356, and (2) district

competency standards as set forth in section 15.2.4.1.1 below.

#### 15.2.4.1.1 DISTRICT COMPETENCY CRITERIA

For purposes of a reduction in force (layoff) only, a faculty member shall be considered to meet District competency criteria to serve

in a FSA if he/she meets the criteria set forth in Board Policy 5107, attached to this Agreement as Appendix W.

15.2.4.2 By the first of December, the current list of FSAs will be posted in the Personnel Department and be available in each Division office.

15.2.4.3 The Personnel Department will distribute the FSA Update Form to each faculty member by the first of December. To add an FSA, the faculty member must so request on the FSA Update

Form, Appendix V. In order to be considered in any reduction in force (layoff) proceeding during the academic year in which the application is received, the FSA Update Form is due to the

Personnel Department on or before the last academic day of the fall semester.

### 15.2.5 EVALUATION OF REQUESTS FOR ADDITIONAL FSAs:

Requests for additional FSAs will be evaluated by the Division Chair from the FSA being sought and a representative from the Personnel office. The faculty member will be notified of the decision to accept or

deny his/her request by February 1. If the request is accepted, current members of the new FSA will be notified in writing that the faculty member's request for a new FSA has been accepted.

#### 15.2.5.1 Evaluation of Denial of Requests for Additional FSAs:

If a request for an additional FSA is denied pursuant to section 15.2.5 above, such request/denial shall be evaluated by the Vice President of Instruction, or

designee, the Division Chair of the requested new FSA, and the Faculty Senate President, or designee.

The faculty member will be notified of this committee's decision by February 15. If the request for an additional FSA is accepted, current members of that FSA will be notified as

specified in section 15.2.5 above.

### 15.3 ORDER OF LAYOFFS

Layoffs of faculty members as a result of a reduction in force shall occur as prescribed in the Education Code. In the event of a layoff, the Board shall, consistent with District seniority and displacement

("bumping") rights established by the Education Code and Title 5 of the California Code of regulations, reassign faculty members to positions in Faculty Service Areas(s) ("FSA") for which they have qualified

consistent with this Article.

## **Article 16**

### **Adjunct Faculty**

#### 16.1 Definitions

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

87482, or 87482.5.

#### 16.2 Notification of Full-Time Vacancies

Adjunct unit members may notify the District of their interest in vacancies in particular divisions/departments by submitting an "Availability Statement" (Appendix I). Based on the

Availability Statements on file, the District shall notify adjunct unit members of appropriate full-time bargaining unit vacancies prior to any public posting or advertising of such vacancies.

The CCFT shall be notified of all full-time bargaining unit vacancies prior to any public posting or advertising.

#### 16.3 Scheduling: Availability Statement

16.3.1 An adjunct unit member shall have the opportunity to state his or her availability and list preferred courses by submitting an "Availability Statement" to the appropriate division chair

(or program head when the course falls outside the division) prior to the development of the schedule for each semester or session.

If an adjunct unit member does not receive an assignment for any given semester or session, the appropriate administrator shall notify the unit member in writing and shall specify in

this notice one or more of the following reasons for this decision. Reasons for not receiving an assignment shall include:

(a) less than satisfactory evaluation

(b) termination of course offering

(c) return of a probationary or regular contract member from leave, where the adjunct unit member was employed as a temporary replacement

(d) consolidation of positions toward a contract position

(e) the need of a regular or contract unit member to complete a normal load

(f) reduction in force

(g) maintenance of continuity and quality of educational program

(h) demonstrated need of the District. In this case, the District need shall be identified.

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

16.3.2 An adjunct unit member may indicate on the statement of availability that she/he will not be available for service for up to four (4) semesters. In such cases the adjunct unit member

shall not lose her/his place on the length of service list. (see 16.8)

16.3.3 "Availability Statements" shall be used in making decisions pursuant to Section 16.4 below.

#### 16.4 Notification of Assignment

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

(a) Availability Statements on file with the District

(b) Evaluations

(c) Length of service as defined below in 16.8.1

(d) Assignment preference as defined in 16.8.2

(e) Continuing comparable assignment

(f) Educational preparation or study, relevancy or recency of related work and teaching experience, in specific course or assignment.

(g) Maintenance of continuity and quality of educational programs

## 16.5 Cancellation or Withdrawal of Tentative Assignment

Adjunct teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: (1) Administrative and Governing Board approval; (2) class size; (3) possible

assignment of a contract or regular instructor, as a part of a normal load, to one or more classes tentatively assigned to an adjunct instructor. If an assignment is canceled or withdrawn by the

District, the cancellation or withdrawal will be effective when the adjunct unit member is notified by the division chair or administrative dean. If the instructor is not notified until the day of the class

meeting, she/he shall be compensated for the number of hours the class meets. If the instructor is notified after his/her flex commitment has been met, the instructor shall be compensated for the

hours spent meeting the flex requirements.

## 16.6 Arbitrability

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

#### 16.7 Work Load

An adjunct unit member's workload shall not exceed sixty percent (60%) of the standard full-time unit member workload (see Article 11). The following activities are excluded from the

sixty percent (60%) workload and thus are not to be calculated toward it. Such exclusions are not limited to this listing:

(a) classes taught for Cabrillo Community Education;

(b) service as a substitute teacher on a day-to-day basis as provided by Education Code Section 87482.5(b). (For purposes of definition, day-to-day substitutes are not required to

engage in long-term lesson planning, to attend department or division faculty meetings, to hold office hours or do final grading). A day-to-day substitute, working consecutively up to

12% of the total hours of a single course, is paid at the rate stated in Article 13.10; thereafter, the day-to-day substitute will be paid at the appropriate adjunct unit pay rate, Article

13.1.2 or 13.1.3.

(c) classes taught during any summer session and winter session.

#### 16.8 Length of Service, Cabrillo College Service Credit and Assignment Preference.

16.8.1 An adjunct unit member's length of service list for each academic discipline shall be established and updated each semester by the District Personnel Office. The list shall be based on and

sorted by the first date of paid temporary academic employment of each adjunct unit member (see also 16.3.2) and by academic discipline. In addition, the Length of Service List will identify those

adjunct members who are currently eligible to receive benefits from the District (14.4), and those who currently have assignment preference (16.8.2). These Length of Service Lists will be used by

each division chair in making assignments each semester according to 16.4. The Length of Service Lists by academic discipline shall be available to an adjunct unit member and CCFT upon request.

16.8.2 "Cabrillo College Service Credit" means the credit toward assignment preference that an adjunct unit member earns for having completed one or more assignments in an academic discipline.

An adjunct unit member must serve satisfactorily for the full term of her/his assignment(s) in the academic discipline during one semester. After earning eight semesters of Cabrillo College Service

Credit in an academic discipline, and upon receipt of a notification that assignment preference is granted by the appropriate administrator, an adjunct unit member shall have assignment preference in

that academic discipline. Denial of assignment preference shall be based on evaluations or other contractual criteria as specified in 16.3.1.

16.8.3 An adjunct unit member with assignment preference in an academic discipline shall be offered an assignment therein before an adjunct unit member without assignment preference,

provided she/he is qualified for the assignment as noted in 16.4.

16.8.4 If, during any semester, there are more adjunct unit members with assignment preference than there are available assignments in an academic discipline, the available assignments

shall be offered to those adjunct faculty who are most senior according to the Length of Service List, provided the adjunct unit member has not lost her/his place on this list by failing to

comply with 16.3.2, and provided she/he meets the criteria specified in 16.4.

16.8.4.1 After an adjunct faculty member has been offered and has accepted an assignment, orally or in writing, an adjunct faculty member shall not be displaced by a more

senior adjunct faculty member.

16.8.5 An adjunct unit member shall retain her/his assignment preference unless it is terminated pursuant to the provisions of this article.

16.8.5.1 The assignment preference of an adjunct unit member of an academic discipline is terminated:

(a) if that unit member declines, after the end of the prior semester, an assignment during a subsequent semester, or winter or summer session, for which she/he

has announced an availability and which assignment has been published in the appropriate schedule; or does not complete an assignment after it has begun.

(b) if the President or her/his designee concludes that the adjunct unit member does not meet the standards of performance and academic excellence that are

required of certificated employees by the District, and the re-evaluation process (16.9.6) has been completed.

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

(a) an assignment is cancelled because of low enrollment;

(b) an assignment is withdrawn to fill the load of a contract member;

(c) the adjunct unit member is unable to accept or commence an assignment because of verifiable illness or other extenuating circumstances which the member

and the appropriate division chair mutually agree make acceptance or commencement impossible.

(d) the adjunct unit member has notified the division chair of temporary unavailability according to 16.3.2.

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

## 16.9 Evaluation

16.9.1 Adjunct faculty shall be evaluated during the first and third semesters worked and once every two years thereafter pursuant to the purpose and criteria set forth in Articles 17.2 and 17.3. The

frequency of evaluations shall become once every three years after the unit member achieves assignment preference (see 17.4.4).

16.9.2 Adjunct faculty shall be evaluated according to the scheduled times set forth in Article 17.5.

16.9.3 Adjunct unit members teaching seven (7) or more units per semester may request, in writing, and shall be evaluated pursuant to Article 17.6. Absent a written request from the

instructor for an evaluation pursuant to Article 17.6, the instructor shall be evaluated according to Article 17.7.2.

16.9.4 Adjunct unit members teaching fewer than seven (7) units shall be evaluated by the appropriate administrator or her/his designee. The procedures shall be the same as outlined in

Article 17.5, except that the appropriate administrator shall be solely responsible for the final written evaluation.

16.9.5 During the evaluation of a adjunct unit member, the appropriate administrator, or designee, shall make at least one (1) classroom/worksite visitation. This visitation shall be

conducted according to the procedure outlined in Article 17.6.5.

16.9.6 If, during the period between regularly scheduled evaluations of an adjunct member, the work of that member shall be determined, in the judgment of the appropriate administrator,

to be less than satisfactory, that administrator may elect to follow the following process to initiate an evaluation:

(a) inform the adjunct member by written notice of her/his concerns and the reasons therefore;

(b) within ten (10) working days of receipt of the written notice, the appropriate administrator shall schedule a meeting with the adjunct member to discuss these concerns and

opportunities for improvement;

(c) schedule an evaluation of the adjunct member before her/his next regularly-scheduled evaluation if, in the judgment of the administrator, sufficient improvement is not

made.

#### 16.10 Salary

Adjunct unit members shall be compensated according to the salary schedule attached as Appendix G.

#### 16.11 Health and Welfare Benefits

See Article 14 Section 4.

#### 16.12 Office Hours

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

#### 16.13 Other Procedures

Except as otherwise provided in this Article, all other provisions in this Agreement apply equally to adjunct unit members on a pro rata basis except Sabbatical Leave, Article 10.7 (Leave

Without Pay for Child Bearing Preparation and Child Rearing), Article 10.10

(Exchange Teaching Leave), Article 10.11 (Military Leave), Article 10.13 (Other Leaves Without Pay), Article 15 (Layoffs), and Article 18 (Retirement).

#### 16.14 Conference Attendance

An adjunct instructor may submit a request to attend a professional conference following established District procedures. Approved conference attendance shall comprise part of the

adjunct instructor's regular duties and the instructor shall receive no additional compensation for professional conference attendance. An adjunct instructor may request expense

reimbursement for approved conference attendance in accordance with District policy (see Section 9.3.1).

16.15 At the request of an adjunct instructor, the District shall make a reasonable effort to assign voice mail and email accounts.

### **Article 17**

#### **Evaluation and Tenure**

##### 17.1 Definitions

17.1.1 For the purpose of this Article, "contract instructor" means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education

Code Section 87605 or Section 87608(b). A "contract instructor" is a probationary employee. A "contract instructor" is commonly referred to as "probationary faculty" at Cabrillo

College.

17.1.2 "Regular instructor" means a tenured bargaining unit member who is employed in accordance with the provisions of Education Code Section 87608(c) or Section 87609.

17.1.3 "Temporary instructor" means a bargaining unit member employed in accordance with Education Code Section 87478, 87480, 87481 or 87482. A "temporary instructor" is

commonly referred to as "adjunct faculty" at Cabrillo College.

17.1.4 "Temporary contract instructor" means a bargaining unit member employed in accordance with Education Code sections 87470, 87481, or 87482.

17.1.5 "Appropriate administrator" means the Division Chair, in relation to teaching, counseling, and library faculty, or the Vice President, Student Services, or a Dean of Instruction, or the

Vice President, Instruction and/or the Superintendent/President, if they are the immediate supervisor of the unit member.

## 17.2 Purpose

The primary purpose of the evaluation of academic personnel is the continued improvement of instruction at Cabrillo College. Other purposes include the maintenance of quality in programs and

instruction, and the professional competence of the faculty. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts.

## 17.3 Criteria

## 1. Classroom or Job Performance

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

- a. currency and depth of knowledge of teaching field or job duties;
- b. proficiency in written and oral English enabling clear, effective communication to students, staff, and colleagues;
- c. use of teaching or job specific methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of students, and consistent with curriculum requirements and coordination/sequencing; this is not intended to discourage use within a department of a variety of successful pedagogical approaches to learning;
- d. careful attention to effective organizational skills in the classroom or work site;
- e. provision to students of appropriate class materials including a course syllabus with course outlines, course objectives, method of assessment, grading criteria and other classroom policies;
- f. appropriate measurement of student progress;

g. evidence of course objectives being met; and

h. in the case of contract, temporary contract, and regular faculty, consistent responsibility in fulfilling official college requirements, including, as a baseline, those

outside-the-classroom assignments such as attending division and department meetings, participating on search and selection committees, participation on

evaluations teams, contributing to curriculum development, participating in program planning, and participating in college governance as needed.

## 2. Students

Faculty members shall demonstrate:

a. patience, fairness, and promptness in the evaluation and discussion of student work;

b. respect for and responsiveness to needs of a diverse student population and their special circumstances where appropriate;

c. maintenance of contractual obligations to hold regular and timely office hours;

d. respect for the right of students to voice opinions and concerns;

e. willingness and availability to assist students; and

f. respect for students' rights as outlined in the Student Rights and Responsibilities Handbook.

### 3. Colleagues

Faculty members shall show respect for colleagues and the teaching profession by:

a. acknowledging and defending the free inquiry of their associates in the exchange of critique and ideas;

b. respecting the right of others to express a variety of opinions;

c. acknowledging academic debts (credit works to avoid plagiarism);

d. acknowledging achievements and areas in need of improvement;

e. acting in accordance with the ethics of the profession and with a sense of personal integrity; and

f. acting in a manner that does not disrupt colleagues' performance of duties.

### 4. Professional Growth and Responsibilities

Faculty members shall demonstrate continued professional growth by:

a. continued participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings, publications,

conference presentations, artistic exhibits/performances, classroom research, development of new curriculum, and community involvement specific to academic

area, and other appropriate activities; and

b. active participation in collegial governance and campus life including serving on committees;

#### 5. Special Assignments or Reassigned Duties

a. perform assigned duties

b. perform appropriate recordkeeping, correspondence, coordination, and reporting

#### 17.4 Frequency of Evaluations

17.4.1 Contract probationary faculty shall be evaluated in their first, second, and third semesters, once in their third year, and in the fall semester of their fourth year except as provided by

17.6.10 and 17.6.11 herein.

17.4.2 Regular tenured faculty shall be evaluated once every three years, except as provided by 17.6.10 and 17.6.11 herein.

17.4.3 Adjunct faculty shall be evaluated during the first and third semesters and once every two years thereafter, except as provided in 17.6.10 and 17.6.11.

17.4.4 In the case of adjunct faculty with assignment preference, evaluations shall occur once every three years.

17.4.5 Temporary contract faculty shall be evaluated each semester.

### 17.5 Procedural Timelines

In order to fulfill the purpose of this Article, probationary faculty and adjunct faculty shall be evaluated according to the scheduled times set forth below. Whenever possible, the same schedule shall

also apply to regular faculty in the semester in which they are being evaluated. Failure to meet a deadline in the schedule below shall not invalidate an evaluation so long as the entire evaluation proceeds

on a reasonable time schedule and is completed by the last day of the semester the evaluation was begun. All unit members being evaluated in a particular year shall be notified by the end of the (4th)

fourth week of that semester. The final evaluation shall be completed, and signed by the end of the semester. The team should be constituted by the sixth week of the semester.

### 17.6 Procedure - Contract Probationary and Regular Tenured Faculty

The procedure described below, including peer, student, self, and administrative evaluation shall culminate with a final written evaluation signed by the appropriate administrator.

17.6.1 Each regular tenured and contract probationary faculty member shall be evaluated by a team consisting of no less than two (2) academic staff including the appropriate

administrator or her/his designee, who shall chair the team. The person being evaluated shall select the other team faculty member. At the option of the person being evaluated or the

appropriate administrator, a third team member may be selected by the appropriate administrator from a list of three (3) or more division members submitted by the person being

evaluated. The team shall consist of at least one person within the discipline or field of the person being evaluated, when possible. The evaluation team shall have no more than three

members, and shall conduct its evaluation in confidence and according to the code of conduct.

17.6.2 By the end of the fourth week of each semester those contract probationary and regular tenured faculty who are to be evaluated that semester will be given a Notification of

Evaluation form (Appendix J or K). The person being evaluated shall complete the form and in so doing designate her/his choice for the evaluation team.

17.6.3 The appropriate administrator shall constitute an evaluation team for each unit member to be evaluated that year, according to the procedures in 17.6.1 above, and notify the

person being evaluated of the team's composition. Should the choices of the person being evaluated for the committee, and/or all of her/his candidates be unable to serve, the appropriate

administrator shall notify the person being evaluated and he/she shall submit within ten (10) calendar days the names of other candidates. If neither of these candidates is able to serve, the

appropriate administrator shall appoint the committee. The appropriate administrator shall form a new committee as outlined above in a timely way, and notify the person being evaluated.

#### 17.6.4 Team Procedures

17.6.4.1 In the first semester of employment, the evaluation team chair for the contract probationary faculty member shall meet with the person being evaluated to discuss the

purpose, criteria, procedures and timelines for the evaluation. The same procedure shall be used for regular faculty members being evaluated unless he/she, or a member of the team requests a meeting with the entire team.

17.6.4.2 At the option of the person being evaluated or the administrator, the appropriate administrator shall provide copies of the person being evaluated's previous evaluation to the team members.

17.6.4.3 At least 1 day prior to the classroom visitation, the person being evaluated shall submit to the evaluation team chair the following:

1. Materials related to the visitation, if requested by the team chair, including a course schedule, syllabus, exams and assignments, any materials handed out to students, and any other material the person being evaluated chooses to include. In the case of counselors and other academic specialists, the person being evaluated shall submit objectives and self-evaluation forms at this time.

2. Faculty Self-Evaluation

A completed self-evaluation form. The Cabrillo College Self-Evaluation Form (Appendix L) is available through the Personnel Office.

17.6.4.4 If no meeting for regular tenured faculty is held, the appropriate administrator shall have the responsibility to set timelines and distribute relevant materials.

#### 17.6.5 Classroom/Worksite Visit

17.6.5.1 The class or worksite visitations shall occur after at least one week's prior notice. Each evaluator shall make at least one class visitation or worksite observation and

complete the appropriate evaluation form and return the form to the appropriate administrator. The criteria in section 17.3 shall be considered in writing the evaluation. Every

attempt will be made for the evaluators to observe different class sections or courses.

17.6.5.2 In the case of counselors and other academic specialists, worksite visitation shall occur in classes, in group sessions, or activities relevant to the assignment.

Probationary counselors may be evaluated in academic counseling sessions.

17.6.5.3 Within two weeks after the worksite or class visitation, the evaluator will review the visitation evaluation form with the person being evaluated.

#### 17.6.6 Student Evaluations

17.6.6.1 At a time agreed to by the person being evaluated and the administrator, student evaluation forms shall be distributed and collected by the evaluator(s) or designee in

at least two of the classes of the person being evaluated. In order to maintain student confidentiality, the student evaluation documents will not be returned to the instructor

until the submission of grades.

17.6.6.2 Academic staff not assigned to classroom teaching shall distribute the appropriate forms to their students over the two week period of evaluation. The appropriate

administrator shall be responsible for the collection of the forms. The collected forms shall be submitted to the evaluation team by the administrator.

### 17.6.7 Team Meeting and Recommendation

#### 17.6.7.1 Probationary Faculty

Upon completion of the probationary instructor's classroom/worksite visits, student evaluations, and submission of, materials listed in 17.6.4.3, the evaluation team chair or

appropriate administrator will review all materials and prepare a draft recommendation. The draft recommendation shall be given to the evaluation team for review, revision

or approval. Any documented/investigated complaints or concerns or commendations that have been previously shared with the employee in a timely manner and are

deemed to have merit by the evaluation team shall be included in the draft recommendation. Additional information from the contract probationary instructor may be

requested. If in the judgment of the team, the work of the person being evaluated is less than satisfactory, the committee may recommend to the appropriate administrator

reevaluation the following semester, an administrative evaluation, or non-reemployment. Upon receiving direction from the evaluation team, the appropriate administrator shall

be responsible for preparing a final written evaluation. The appropriate administrator shall then meet with the person being evaluated to discuss all matters pertinent to her/his

evaluation. At the option of the person being evaluated, or any member of the team, the entire team may be convened to discuss the prepared evaluation.

#### 17.6.7.2 Regular Instructor

After completion of a regular instructor's classroom/worksite visitation, student evaluations, and submission of materials listed in 17.6.4.3, the team chair or appropriate

administrator shall review the materials, and prepare a draft recommendation. The draft recommendation shall be given to the evaluation team for review, revision, or

approval. If in the judgment of the team, the work of the person being evaluated is less than satisfactory, the committee may recommend to the appropriate administrator

reevaluation the following semester, or administrative evaluation. After receiving direction from the team, the appropriate administrator shall meet with the person being

evaluated to discuss all matters pertinent to her/his evaluation. At the option of the person being evaluated, or any member of the team, the entire team may be convened to

discuss the prepared evaluation.

17.6.7.3 The person being evaluated may bring any materials she/he chooses.

17.6.7.4 In the event that the person being evaluated questions the content of the summary of the student evaluations, an impartial committee consisting of an administrator

selected by the appropriate administrator and a faculty member selected by the person being evaluated, may review the summary and provide a separate summary of the

student evaluations which will become part of the evaluation records. The confidentiality of the process shall be maintained at all times.

#### 17.6.8 Final Written Evaluation

17.6.8.1 Based upon the information gathered throughout the process, the appropriate administrator shall prepare a final written evaluation according to the criteria listed in

17.3. If in the judgment of the appropriate administrator, work of the regular tenured faculty member being evaluated is less than satisfactory, she/he shall recommend to the

Vice President, Instruction or Vice President, Student Services or their designee either a reevaluation the following semester at the division level, or an administrative

evaluation. If in the judgment of the appropriate administrator, the work of the contract probationary faculty member is less than satisfactory, she/he shall recommend to the

Vice President, Instruction, or Vice President, Student Services, or their designee either a reevaluation the following semester at the division level, an administrative

evaluation, or non-reemployment. If the fourth year final written evaluation of a contract probationary faculty member indicates satisfactory performance, the granting of

tenure shall be recommended to the Vice President, Instruction or the Vice President, Student Services.

Under extraordinary circumstances, tenure may be granted after the first, second, or third probationary year upon agreement of the Superintendent/President and the Faculty

Senate if the Governing Board approves of the decision to grant tenure.

17.6.8.2 The appropriate administrator shall provide each team member with a copy of the final written evaluation for review. This review shall be acknowledged by

signature. Within five working days, the team member may submit a written response to the evaluation, which shall be attached to it. Within eight (8) work days after receipt

of the final evaluation document, the person being evaluated may submit a written response to the evaluation, which shall be attached to it.

17.6.8.3 In the case of contract probationary faculty, the Vice President, Instruction, or the Vice President, Student Services shall review information gathered in the

evaluation process and recommend to the Superintendent, President employment or non-reemployment of the person being evaluated. The Superintendent/President shall

make a final recommendation to the Governing Board. In the event that the recommendation of the Superintendent/President differs from the recommendation of the

evaluation team or the appropriate administrator, the Superintendent/President shall meet with the evaluation team before making a recommendation to the Governing Board.

#### 17.6.9 Administrative Review

17.6.9.1 After signature by the team members and the person being evaluated, final written evaluation and attachments shall be forwarded to the Vice President, Instruction

or Vice President, Student Services, or designee, for review.

17.6.9.2 After review by the Vice President, Instruction or Vice President, Student Services, or designee, the final written evaluation and attachments shall be placed in the

instructor's personnel file. Copies of all materials shall be returned to the instructor.

#### 17.6.10 Division Reevaluation

17.6.10.1 If the final written evaluation includes the recommendation that the regular tenured faculty member be reevaluated at the division level, the appropriate administrator

shall by the end of the sixth (6th) week of the semester following the first evaluation, constitute a new evaluation team according to the procedure in 17.6 above. The new

team may have the same members as the first team. In the case of a contract probationary faculty member, the same team shall perform the evaluation to the extent possible.

Evaluation materials from the previous evaluation shall be made available to the team.

17.6.10.2 The evaluation process as outlined in 17.6 of this Article shall be followed in the reevaluation, except that the materials gathered in the first evaluation may be used

in the first team meeting (17.6.4) and the second team meeting (17.6.7).

17.6.10.3 The appropriate administrator shall constructively work with the person being evaluated to encourage improvement. The techniques involved shall include

consultation, and may include class visitations, literature review arrangement for updating of background, and any other activities deemed appropriate.

#### 17.6.11 Administrative Evaluation

17.6.11.1 Should the final written evaluation (17.6.8) include a recommendation for administrative evaluation, the Vice President, Instruction or the Vice President, Student

Services, in the case of the counselors and other academic staff reporting to her/him, shall review and consider all of the components of the evaluation, as well as input from

others she/he feels should have direct information about the performance of the person being evaluated. The Vice President, Instruction, or the Vice President, Student

Services, in the case of the counselors and other academic staff reporting to her/him, may designate an academic employee of the District to perform this review. She/he or

the designee may, after prior notification, meet with the person being evaluated and/or visit one or more classes conducted by the person being evaluated.

17.6.11.2 After consideration of the information gathered in 17.6.11.1, the Vice President, Instruction, or the Vice President, Student Services, in the case of the counselors

and other academic staff reporting to her/him, or her/his designee, shall prepare a written administrative evaluation. If, in the judgment of the Vice President, Instruction, or the

Vice President, Student Services, in the case of the counselors and other academic staff reporting to her/him, or her/his designee, the work of the person being evaluated is

less than satisfactory, she/he shall recommend either a reevaluation the following semester at the division level, or another administrative evaluation or other appropriate action.

17.6.11.3 The Vice President, Instruction, or the Vice President, Student Services, in the case of the counselors, or her/his designee, shall meet with the person being

evaluated and present the administrative evaluation. The person being evaluated shall acknowledge by signature that she/he has reviewed the document. The person being

evaluated may submit a written response to the evaluation, which shall be attached to it. If the person being evaluated receives a satisfactory evaluation, all materials except

the written administrative evaluation shall be returned to the person being evaluated.

17.6.11.4 It shall be the immediate responsibility of the appropriate administrator to work constructively with the person being evaluated to encourage improvement. The

techniques involved shall include consultation, and may include class visitations, literature review and arrangement for updating of background, and any other activities deemed

appropriate.

17.7 Procedure - Adjunct Unit Members

17.7.1 Adjunct unit members teaching seven (7) or more units per semester may request in writing and shall be evaluated pursuant to 17.6 above. Absent a written request from the

instructor for an evaluation pursuant to 17.6, the instructor shall be evaluated according to 17.7.2.

17.7.2 Faculty teaching fewer than seven (7) units shall be evaluated by the appropriate administrator or her/his designee. The procedures shall be the same as outlined in 17.5 above,

except that the appropriate administrator shall solely act as the evaluation team.

17.7.3 The unit member evaluated under 17.7.2 above, may request in writing an evaluation by an evaluation team as designated for regular tenured faculty in 17.6 above. With the

approval of the Division Chair or other appropriate administrator, an evaluation team shall be constituted and shall proceed with the evaluation process in a timely manner pursuant to 17.5

above. In the case of denial, the appropriate administrator shall reply in writing giving her/his reasons for denial.

17.7.4 During the evaluation of an adjunct unit member, the appropriate administrator or designee shall make at least one (1) classroom/worksite visitation. This visitation shall be

conducted according to the procedure outlined in 17.6.5 above.

## 17.8 Procedure - Temporary Contract Faculty

17.8.1 Temporary contract faculty shall be evaluated using the same procedures as regular tenured faculty according to sections 17.6.2 to 17.6.8.2.

### 17.9 Grievances of Evaluation

Evaluation procedures may be subject to the grievance procedure in accordance with Article 12. The content of evaluations is not subject to the grievance procedure set forth in Article 12 except in the

case of a decision not to grant tenure and in accordance with education code 87610.1 and 87611.

### 17.10 Access to Materials

Nothing in this article is intended by the parties to waive, abrogate, or otherwise adversely affect the legal rights to access by faculty members to their personnel files, or the legal rights of access by the

CCFT to materials related to evaluation which are necessary and relevant to the Union's duty to represent faculty members when disagreements arise over the implementation of the Article.

## STATEMENT ON PROFESSIONAL ETHICS

I. Community college faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary

responsibility to their subjects is to seek and to state the truth as they see it. To this end faculty members devote their energies to developing and improving their scholarly competence. They accept the

obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although faculty members may follow subsidiary interests,

their interests must never seriously hamper or compromise their freedom of inquiry.

II. As teachers, faculty members encourage the free pursuit of learning in their students. they hold before them the best scholarly standards of their discipline. Faculty members demonstrate respect for

the student as an individual, and adhere to their proper role as intellectual guides and counselors. Faculty members make every reasonable effort to foster honest academic conduct and to assure that

evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private advantage

and acknowledge significant assistance from them. They protect the academic freedom of students.

III. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. Faculty members do not discriminate against or harass colleagues. They

respect and defend the free inquiry of associates. In the exchange of criticism and ideas, faculty members show due respect for the opinions of others. Faculty members acknowledge their academic

debts and strive to be objective in their professional judgment of colleagues. Faculty members accept their share of faculty responsibilities for the governance of their institution.

IV. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Although faculty members observe the stated regulations of their institutions, provided

the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Faculty members give due regard to their paramount responsibilities within their institution in

determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decisions upon the program

of the institution and give due notice of their intentions.

V. As members of their community, faculty members have the rights and obligations of all citizens. Faculty members measure the urgency of these obligations in the light of their responsibilities to their

subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons, they avoid creating the impression that they speak or act for their colleges or

universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further

public understanding of academic freedom.

## **TENURE COMMITTEE CODE OF CONDUCT**

1. Members shall read all tenure materials and follow guidelines and procedural timelines.

2. Members shall be professional when evaluating classroom performance and professional responsibility. Judgments shall be based on personally observed classroom behavior and evaluation

materials, not hearsay.

3. Members shall be constructive in their criticism, pointing out specific areas of weakness and recommending a plan for correcting those weaknesses within a reasonable time frame.

4. Members should take care to distinguish between the candidate's professional and personal characteristics, between ability to teach and general lifestyle, including religious beliefs, sexual orientation,

political affiliations and social customs.

5. Members should recognize that the candidate may have a different philosophy of education and teaching style than theirs. The main concern should be the effectiveness as stated in criteria of the

candidate in the classroom or worksite.

6. Members who feel unable to objectively evaluate or be unbiased toward a candidate should disqualify themselves.

7. Members should respect the confidentiality of the tenure process, with evaluations and the views of members regarded as private information.

## **Article 18**

### **Retirement**

18.1 At least once each year the District shall hold a forum for employees interested in retirement. The forum shall review the retirement provision of the contract.

18.2 "Faculty Emeritus" status to include the following regular faculty privileges:

(a) staff parking without charge;

(b) free admission to designated college-sponsored athletic events, concerts, or plays;

(c) library privileges; and

(d) upon request, email privileges and/or a mail folder in the mail room.

### 18.3 Medical and Dental Benefits

The District shall provide the cost of the same medical insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service. This coverage

shall include the retiree's spouse or principal domestic partner and continue until the retiree reaches the age of sixty-five (65). Once a retiree has reached age sixty-five (65) and until

reaching the age of seventy (70), to the extent possible within the retiree pool available to the District,\* the District shall provide the cost of medical insurance for the retiree only, in an

amount equal to the rate when the retiree was at age sixty-four (64). As soon as any retiree qualifies for Medicare, the District shall not be responsible for providing private medical

coverage but shall provide the "Carve Out" plan for the retiree to age 70. After age seventy (70), the retiree may continue such coverage at her/his own expense. Any additional costs for

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

retiree's expense.

\* NOTE: Should the District not be able to provide the similar health coverage within the retiree pool, then this issue shall be opened for negotiations immediately.

## 18.4 Retiree's Survivors Medical and Dental Benefits

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

own expense.

18.4.2 The monthly premium must be reimbursed to the District one month in advance. Coverage will terminate forty-five (45) days after receipt of the last premium payment or upon

termination notice or on survivor's remarriage.

## 18.5 Preretirement (refer to Side Letter 2001-02.7)

18.5.1 Under this program, unit members may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on

full-time employment. In order to qualify for this program, the unit member shall meet the following requirements:

18.5.2 The unit member must have reached the age of fifty-five (55) prior to the first day of the semester in which reduced-time employment is requested and must submit a request in

writing to the Personnel Office ninety (90) days prior to the beginning of the semester in which the preretirement program is to be effective.

18.5.3 Length of participation in the preretirement program shall not exceed ten (10) years as specified in Ed Code 87483 for employees subject to Section 22713 of the Government

Code and shall not exceed five (5) years for employees subject to Section 20815 of the Government Code. Unit members requesting preretirement must have been employed full-time, at

a regular contract of 60% or more, in an academic position for at least ten (10) years, including the immediately preceding five (5) years. Sabbatical leave or other approved leaves shall

not be considered to be a break in service. The period of part-time employment pursuant to this policy shall not extend beyond the end of the school year in which the unit member

reaches her/his seventieth (70th) birthday.

18.5.4 Part-time employment and the specific assignment shall be by mutual agreement between the unit member and the District. After the completion of one (1) full year in the

preretirement program, the unit member may return to full-time duty provided notice has been given by the unit member to the personnel administrator no later than May 1 of the first year

in the plan. Thereafter, return to full-time duty may be accomplished by mutual agreement of the unit member and the District.

18.5.5 The minimum service for the unit member shall be equivalent of one-half of a full-time load or one-half of the number of days of service required for the academic year.

18.5.6 The unit member shall receive the salary which is the pro rata share of the salary earned if she/he continued in full-time employment. The unit member shall retain all other rights and

benefits for which she/he provides the payment which would be required if in full-time employment, including retirement contributions paid by the unit member and the District. Both the

District and unit member shall make retirement contributions in the same manner, as if the unit member were earning a full salary.

18.5.7 The unit member shall receive the same benefits (specified in Article 13 of this Agreement) as a full-time unit member. All leave benefits afforded to a unit member shall be earned

by the pre-retiree on a pro rata basis.

## **Article 19**

### **Personnel Records**

19.1 Personnel records will be kept for each bargaining unit member in compliance with the California Education Code. Such records shall pertain directly to the employment relationship between the

unit member and the District. Each personnel record shall be identified by the unit member's name and Social Security number. The personnel file of each unit member shall be maintained at the

District's Personnel Office in compliance with the California Education Code.

19.1.1 As provided by Section 12.2.2, all documents dealing with the processing of a grievance shall be filed separately from the personnel files of any grievant.

19.2 Only the appropriate administrator may place derogatory materials in a unit member's personnel file. A unit member shall be provided with copies of any derogatory material nine (9) work days

before it is placed in her/his personnel file. The unit member shall be given an opportunity during the regular business hours of the Personnel Office and without loss of pay to review and initial the

material. If a unit member is unable to be present during the regular business hours of the Personnel Office, the District will make a reasonable accommodation for such review.

Any written response

prepared by the unit member, or her/his designee, shall be attached to the material and placed in the personnel file.

19.2.1 If, after review of the unit member's written response, the appropriate administrator decides not to retain the derogatory material, it shall be destroyed in the presence of the unit

member.

19.2.2 A unit member or the District may place in the personnel file any material information relevant to her/his career or advancement.

19.2.3 Any material placed in a unit member's file shall be signed and dated and shall also indicate the date of such placement.

19.2.4 Complaints from students, parents, citizens or non-supervisory or non-management employees of the District, shall be investigated by an appropriate administrator. Should the

appropriate administrator find substance to the complaint, and should the appropriate administrator feel that the complaint should become a part of the unit member's personnel file, then

the appropriate administrator shall reduce the complaint to writing and follow the procedures of this Article to place the derogatory material in the unit member's personnel file.

19.3 A unit member shall have the right at any reasonable time and without loss of pay, to examine and/or obtain copies of any material from the unit member's personnel file, with the exception of

material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. Such preemployment materials shall be sealed and filed in the personnel file.

19.4 All personnel files shall be kept in confidence and shall be available for inspection only by the appropriate administrator of the District. The District shall keep a log indicating the persons who have

examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member, or her/his CCFT

representative if authorized by the unit member. The log shall be maintained in the unit member's personnel file. The custodians of the personnel files engaged in routine filing of documents, shall not be

required to enter their names on such logs.

19.5 Each unit member shall provide the personnel office with their mailing address which must be different from that of the college, and phone number when available. Each unit member shall inform

the personnel office of any changes in her/his name, mailing address or phone number.

19.6 The District will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files

shall be limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized in writing by the

unit member.

19.7 Except as provided for in the California Education Code, and except for egregious matters which do not require progressive discipline, no adverse action of any kind shall be taken against an

employee based upon materials which are not in her/his personnel file.

19.8 Derogatory material which has been placed in the file, shall be sealed after four (4) years, and thereafter shall not be used in any adverse action against the unit member.

19.9 The District shall require a unit member to acknowledge the entry of any document into her/his personnel file. This acknowledgment in no way indicates that the unit member agrees with or admits to the material being

entered, rather it merely signifies that the unit member has had the opportunity to review the material.

## **Article 20**

### **Completion of Meet and Negotiation**

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

agreement by both parties.

## **Article 21**

### **Duration of Agreement**

21.1 The parties agree to a three-year agreement effective July 1, 2001 through June 30, 2004, upon ratification by the parties.

## **Article 22**

### **No Strike, Work Stoppage or Lockout**

22.1 It is agreed and understood that there will be no strike or work stoppage by CCFT, its officers or bargaining unit members during the term of this Agreement.

22.2 The CCFT recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and agrees to make every effort toward inducing all unit members to do so.

22.3 In the event the CCFT violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided to CCFT in the Agreement.

22.4 The CCFT expressly agrees that the District has a right to enforce this provision in a court of law without recourse to arbitration or the procedures of the California Public Employment Relations

Board.

22.5 The District shall not engage in a lockout during the term of this Agreement.

### **Article 23**

#### **Savings Provision**

23.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by

law, but all other provisions will continue in full force and effect.

### **Article 24**

#### **Reopening of Negotiations and Specific Provisions of Agreement**

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

24.1 During the 2001-02 fiscal year, the parties will reopen the following:

24.1.1 Related to the instructional division reorganization:

24.1.1.1 Article 11.9, Academic Program Directors

24.1.1.2 Contract reference to Division Chair

24.1.2 Articles 17.4, 17.5, 17.6 and 17.7 of Article 17, Evaluation and Tenure

24.1.3 The academic calendar for implementation in 2002-03

24.1.4 No other openers are authorized except by mutual agreement.

24.2 During the 2002-03 fiscal year, the parties will reopen the academic calendar for implementation in 2003-04. No other openers are authorized except by mutual agreement.

Signed and entered into this        day of        , 2001.

For the District

For CCFT

Pegi Ard

John deValcourt

Claire Biancalana

Michael Mangin

Mary Cardenas

Michele Rivard

Manuel Osorio

Alex Taurke

# APPENDICES

## Appendix A

### Adjunct Faculty

Hours of sick leave to be deducted for each  
hour of class missed in the following:

Lecture.....	1.00
Lab or studio art .....	.75
Laboratory (as specified in 11.2.2.5).....	.80
Physical Education .....	.75
Nursing Clinic .....	.80

## Appendix B

### Contract Faculty

Hours of leave to be deducted for absences:

Hours of scheduled duties (including office hours)

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	
Hours absent	<b>1</b>	8.00	4.00	2.75	2.00	1.50	1.25	1.25	1.00	1.00	.75	.75	.75
	<b>2</b>		8.00	5.25	4.00	3.25	2.75	2.25	2.00	1.75	1.50	1.50	1.25
	<b>3</b>			8.00	6.00	4.75	4.00	3.50	3.00	2.75	2.50	2.25	2.00
	<b>4</b>				8.00	6.50	5.25	4.50	4.00	3.50	3.00	3.00	2.75
	<b>5</b>					8.00	6.75	5.75	5.00	4.50	4.00	3.75	3.25
	<b>6</b>						8.00	6.75	6.00	5.25	4.75	4.25	4.00
	<b>7</b>		Hours of leave to be deducted					8.00	7.00	6.25	5.50	5.00	4.75
	<b>8</b>							8.00	7.00	6.50	5.75	5.25	
	<b>9</b>								8.00	7.25	6.50	6.00	
	<b>10</b>									8.00	7.25	6.75	
	<b>11</b>										8.00	7.25	
	<b>12</b>											8.00	

## **Appendix E**

### **Writing Factor Program**

The purpose of this appendix is to define the conditions under which Article 11.2.2.10 will be implemented.

1. Courses from any department except English may receive Writing Factor credit provided they meet the conditions specified in this contract. The English Department is exempt due to the Composition Factor specified in 11.2.2.8.
2. A subcommittee of the Curriculum Committee shall determine whether any new courses submitted for inclusion in the Writing Factor Program meet the criteria set forth in Article 11.2.2.10 of this contract. The committee shall compile a waiting list of qualified new courses arranged in order of approval.

3. List of Writing Factor courses approved as of 2001-02:

Anthropology 2, 6, 7, 8, 9A, 9B, 9C, 11, 16

ECE 31/131, 32

History 2A, 2B, 4A, 4B, 14, 15, 16C, 17A, 17B, 18, 19A, 19B, 19C, 20A-Z, 21A, 21B, 29A, 29B, 39A-Z, 39B

Philosophy 39, 49

Political Science 1, 5

**Appendix F**  
**Cabrillo College**  
**Contract / Regular Faculty Salary Schedule**  
2001 - 2002  
(Annual Rate)  
Effective August 27, 2001

**Salary Schedule increased by 8% over 2000/01.**

This schedule based on availability of State funds for part-time faculty compensation.

This schedule will not be used as the basis for contract period 2002/03 if State funds for part-time faculty compensation are not available for that year. See Side Letter 2001-02.6.

<b>Class &gt;</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Step</b>	BA or Specific Minimum Requirements	MA/MS	MA/MS + 15 Units (BA + 45 Units)	MA/MS + 30 Units (BA + 60 Units)	MA/MS + 45 Units (BA + 75 Units)	MA/MS + 60 Units (BA + 90 Units)
1	42,779	44,160	45,541	46,925	48,308	49,689
2	44,409	45,776	47,141	48,510	49,878	51,244
3	46,461	47,828	49,195	50,562	51,931	53,298
4	48,515	49,881	51,250	52,617	53,985	55,351
5	50,567	51,935	53,304	54,673	56,039	57,403
6	52,620	53,988	55,358	56,727	58,091	59,459
7	54,677	56,044	57,408	58,778	60,144	61,512
8	56,727	58,095	59,464	60,831	62,202	63,564
9	58,780	60,147	61,516	62,884	64,255	65,619
10	60,834	62,204	63,569	64,936	66,306	67,672
11	60,834	62,204	63,569	65,682	67,258	68,828
12	60,834	62,204	63,569	66,429	68,210	69,985
13	60,834	62,204	63,569	67,175	69,163	71,141
14	60,834	62,204	63,569	67,922	70,115	72,296
15				68,671	71,087	73,457
16				70,036	71,682	74,278
17					72,298	75,100
18					72,914	75,921
19					73,530	76,742
20					74,144	77,567
21					75,604	78,387
22						79,209
23						80,030
24						80,851
25						81,671
26						83,231
Doctorate Stipend: \$2,856						
Note: Step 9 is the maximum initial salary placement for academic year.						

**Appendix G.2**

**Cabrillo College**

**Adjunct Academic Specialist Salary Schedule**

2001 - 2002

(Rate Per Unit)

Effective August 27, 2001

**Salary Schedule increased by 8% plus \$552K applied to cap**

This schedule based on availability of State funds for part-time faculty compensation.

This schedule will not be used as the basis for contract period 2002/03 if State funds for part-time faculty compensation are not available for that year. See Side Letter 2001-02.6.

<b>Class &gt;</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Step</b>	BA or Specific Minimum Requirements	MA/MS	MA/MS + 15 Units (BA + 45 Units)	MA/MS + 30 Units (BA + 60 Units)	MA/MS + 45 Units (BA + 75 Units)	MA/MS + 60 Units (BA + 90 Units)
<b>1</b>	1,141	1,178	1,214	1,251	1,288	1,325
<b>2</b>	1,184	1,221	1,257	1,294	1,330	1,367
<b>3</b>	1,239	1,275	1,312	1,348	1,385	1,421
<b>4</b>	1,294	1,330	1,367	1,403	1,440	1,476
<b>5</b>	1,348	1,385	1,421	1,458	1,494	1,531
<b>6</b>	1,403	1,440	1,476	1,513	1,549	1,586
<b>7</b>	1,458	1,495	1,531	1,567	1,604	1,640
<b>8</b>	1,513	1,549	1,586	1,622	1,659	1,695
<b>9</b>	1,567	1,604	1,640	1,677	1,707	1,707
<b>10</b>	1,622	1,659	1,695	1,707	1,707	1,707
<b>11</b>	1,622	1,659	1,695	1,707	1,707	1,707
<b>12</b>	1,622	1,659	1,695	1,707	1,707	1,707
	Doctorate Stipend: \$77 per unit					
Note: Step 9 is the maximum initial salary placement per CCFT contract, article 13.2.3.						
Note: One unit equals 2.4 hours per week per semester plus one hour of flex.						

**Appendix G.1**

**Cabrillo College**  
**Adjunct Faculty Salary Schedule**  
 2001 - 2002  
 (Rate Per Unit)  
 Effective August 27, 2001

**Salary Schedule increased by 8% plus \$552K applied to cap**

This schedule based on availability of State funds for part-time faculty compensation.

This schedule will not be used as the basis for contract period 2002/03 if State funds for part-time faculty compensation are not available for that year. See Side Letter 2001-02.6.

<b>Class &gt;</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Step</b>	BA or Specific Minimum Requirements	MA/MS	MA/MS + 15 Units (BA + 45 Units)	MA/MS + 30 Units (BA + 60 Units)	MA/MS + 45 Units (BA + 75 Units)	MA/MS + 60 Units (BA + 90 Units)
1	856	883	911	938	966	994
2	888	916	943	970	998	1,025
3	929	957	984	1,011	1,039	1,066
4	970	998	1,025	1,052	1,080	1,107
5	1,011	1,039	1,066	1,093	1,121	1,148
6	1,052	1,080	1,107	1,135	1,162	1,189
7	1,094	1,121	1,148	1,176	1,203	1,230
8	1,135	1,162	1,189	1,217	1,244	1,271
9	1,176	1,203	1,230	1,258	1,280	1,280
10	1,217	1,244	1,271	1,280	1,280	1,280
11	1,217	1,244	1,271	1,280	1,280	1,280
12	1,217	1,244	1,271	1,280	1,280	1,280
Doctorate Stipend: \$57 per unit						
Note: Step 9 is the maximum initial salary placement per CCFT contract, article 13.2.3.						

**Appendix H.1**  
**CABRILLO COLLEGE**  
**CHILDREN'S CENTER TEACHER SALARY SCHEDULE**  
**2001-2002**  
**Effective August 2001**

Salary schedule increased by 8% over 2000-01 schedule.

This schedule will not be used as the basis for contract period 2002/03 if State funds for part-time faculty compensation are not available for that year. See Side Letter 2001-02.6.

**190 Day Contract**

<b>STEP</b>	<b>Class I</b> At least 60 units to include a California Child Dev. Teacher Permit	<b>Class II</b> At least 75 units to include a California Child Dev. Teacher Permit	<b>Class III</b> At least 90 units to include a California Child Dev. Master Teacher Permit	<b>Class IV</b> At least a BA to include a California Child Dev. Master Teacher Permit
1	21,046	21,888	28,712	29,440
2	21,888	22,750	29,861	30,454
3	22,750	23,656	31,051	31,669
4	23,656	24,583	32,295	32,937
5		25,546	33,585	34,251
6			34,928	35,627
7			34,928	37,048
8				37,048
9				37,048
10				37,048
11				37,048
12				38,471

# Appendix J

## Notification of Evaluation Contract and Regular Faculty

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_

(Division Chair)

Pursuant to the collective bargaining agreement between the District and CCFT, contract probationary faculty are evaluated once during each of their first three semesters, once in their third year, and in the fall semester of their fourth year, prior to the granting of regular status. Regular tenured faculty are evaluated once every three years.

This is an evaluation period for you, and you will be evaluated during the \_\_\_\_\_ semester. Please provide the following information and return this form to me no later than \_\_\_\_\_ so that the evaluation may proceed in a timely manner.

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

### Evaluation Team

You will be evaluated by a team consisting of no less than two (2) academic staff, including the appropriate administrator or his/her designee, who shall chair the team. You shall select the other team member. The team shall consist of at least one person within the discipline or field of the person being evaluated, whenever possible. At the option of you or the appropriate administrator, a third team member may be selected by the appropriate administrator from a list of three (3) or more division members submitted by you.

Please indicate your selection for the evaluation team:

Team Faculty Member \_\_\_\_\_  
Name Division

Please list three members from your Division from which a third team member could be selected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Optional Team Member: Is a third team member requested? Yes \_\_\_\_\_ No \_\_\_\_\_

### Acknowledgement

I acknowledge that I have received a Notification of Evaluation

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**Appendix K**  
**Notification of Evaluation**  
**Adjunct Faculty**

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_  
(Division Chair)

Pursuant to the collective bargaining agreement between the District and CCFT, adjunct faculty are evaluated during the first and third semesters, and once every two years thereafter. This is an evaluation period for you, and you will be evaluated during the \_\_\_\_\_ semester.

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

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

Acknowledgement

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

# Appendix L

## Academic Employee Final Written Evaluation

Name: \_\_\_\_\_ Period Covered by Evaluation:  
\_\_\_\_\_

The following statement is prepared as a summary of the performance of the academic employee in his/her area of assignment: (attach additional pages as needed).

The following criteria should be considered (as referenced in CCFT Collective Bargaining Agreement Art. 17):  
1) Classroom Performance; 2) Students; 3) Colleagues; 4) Professional Growth and Responsibilities; and  
5) Special Assignments or Reassigned Duties (see reverse for full description).

_____	_____
Evaluation Team Chairperson	Date
_____	_____
Team Member Signature	Date
_____	_____
Faculty Member Signature	Date
_____	_____
Division Chair Signature	Date

Signature by the person being evaluated only acknowledges that she/he has reviewed this document. It does not mean or imply agreement with its contents.

**Recommendation if work is less than satisfactory:**  
\_\_\_\_\_ Division Reevaluation next semester  
\_\_\_\_\_ Administrative Evaluation  
\_\_\_\_\_ Non-reemployment (contract faculty)

Review by Vice President of Instruction or Designee \_\_\_\_\_  
Signature Date

## Academic Employee Final Written Evaluation Criteria

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The following criteria should be considered (as referenced in CCFT Collective Bargaining Agreement, Article 17):

- 1) **Classroom Performance** The faculty member demonstrates effective performance in classroom teaching or in carrying out other primary responsibilities and assignments including: (a) currency and depth of knowledge of teaching field or job duties; (b) proficiency in written and oral English enabling clear, effective communication to students, staff and colleagues; (c) use of teaching or job specific methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of students, and consistent with curriculum requirements and coordination/sequencing; this is not intended to discourage use within a department of a variety of successful pedagogical approaches to learning; (d) careful attention to effective organizational skills in the classroom or work site; (e) provision to students of appropriate class materials including a course syllabus with course outlines, course objectives, method of assessment, grading criteria and other classroom policies; (f) appropriate measurement of student progress; (g) evidence of course objectives being met; and (h) in the case of contract, temporary contract, and regular faculty, consistent responsibility in fulfilling official college requirements, including, as a baseline, those outside-the-classroom assignments such as attending division and department meetings, participating on search and selection committees, participation on evaluation teams, contributing to curriculum development, participating in program planning, and participating in college governance as needed.
- 2) **Students** Faculty member demonstrates: (a) patience, fairness, and promptness in the evaluation and discussion of student work; (b) respect for and responsiveness to needs of a diverse student population and their special circumstances where appropriate; (c) maintenance of contractual obligations to hold regular and timely office hours; (d) respect for the right of students to voice opinions and concerns; (e) willingness and availability to assist students; and (f) respect for students' rights as outlined in the Student Rights and Responsibilities Handbook.
- 3) **Colleagues** Faculty member shall show respect for colleagues and the teaching profession by: (a) acknowledging and defending the free inquiry of their associates in the exchange of critique and ideas; (b) respecting the right of others to express a variety of opinions; (c) acknowledging academic debts (credit works to avoid plagiarism); (d) acknowledging achievements and areas in need of improvement; (e) acting in accordance with the ethics of the profession and with a sense of personal integrity; and (f) acting in a manner that does not disrupt colleagues' performance of duties.
- 4) **Professional Growth and Responsibilities** Faculty member shall demonstrate continued professional growth by: (a) continued participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings, publications, conference presentations, artistic exhibits/performances, classroom research, development of new curriculum, and community involvement specific to academic area and other appropriate activities; and (b) active participation in collegial governance and campus life including serving on committees.
- 5) **Special Assignments or Reassigned Duties** Faculty member shall (a) perform assigned duties; and (b) perform appropriate record keeping, correspondence, coordination and reporting.

# Appendix M

## Student Evaluation of Instructor

Instructor's Name \_\_\_\_\_ Course \_\_\_\_\_ Date \_\_\_\_\_

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

		1	2	3	4	5	Agree- Disagree	Doesn't Apply	Optional Comments
<b>Preparation</b>									
1. Course requirements were clearly defined (attendance, grading, syllabus, objectives)	1	2	3	4	5	X			_____
2. Class sessions are well prepared and logically organized	1	2	3	4	5	X			_____
3. Reading materials are appropriate	1	2	3	4	5	X			_____
<b>Attendance/Punctuality</b>									
4. Begins on time	1	2	3	4	5	X			_____
5. Uses full class period	1	2	3	4	5	X			_____
6. Has a good attendance record	1	2	3	4	5	X			_____
<b>Instructional Methods</b>									
7. Displays enthusiasm for the subject	1	2	3	4	5	X			_____
8. Stimulates student interest	1	2	3	4	5	X			_____
9. Communicates subject matter clearly and effectively	1	2	3	4	5	X			_____
10. Encourages student participation and provides motivation to learn	1	2	3	4	5	X			_____
11. Demonstrates respect and concern towards students	1	2	3	4	5	X			_____
12. Uses a variety of teaching techniques	1	2	3	4	5	X			_____
13. Is available for office hours and makes provisions for consultation and assistance	1	2	3	4	5	X			_____
<b>Evaluation (Feedback to Student)</b>									
14. Makes students aware of progress in class	1	2	3	4	5	X			_____
15. Returns graded assignments in reasonable time with helpful comments	1	2	3	4	5	X			_____
16. Assignments are appropriate to course objectives	1	2	3	4	5	X			_____
17. Amount of work assigned was appropriate	1	2	3	4	5	X			_____
18. Tests are relevant to course material	1	2	3	4	5	X			_____

**My overall evaluation of this instructor is:**

**Excellent    Very Good    Good    Fair    Poor**

(over)

Comments (please use additional sheets if necessary):

19. Describe the strengths of the instructor; try to be specific and give examples.

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20. If the instructor were to teach this course again, what suggestions for improvement would you have?

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21. How likely would you be to recommend this instructor to others?

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22. Any additional comments?

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## Appendix N

### EVALUATION TEAM CLASSROOM OR WORKSITE VISITATION/EVALUATION

Instructor Name: \_\_\_\_\_ Date: \_\_\_\_\_

The criteria referenced in CCFT Collective Bargaining Agreement, Article 17, should be considered.

#### **OBSERVATIONS**

Class/Activity: \_\_\_\_\_ Hour: \_\_\_\_\_

Date: \_\_\_\_\_ Number of students in attendance: \_\_\_\_\_

1. How well was the class/activity presentation planned and organized?
2. Were important ideas clearly explained?
3. How would you judge the instructor's mastery of the material?
4. Do you believe the instructor encouraged relevant student involvement?
5. How would you describe the attitude of students in the class/activity toward the instructor?
6. How effectively does the instructor use visual aids or other materials?
7. If course schedule, outline, and other materials handed out to students were requested from the instructor prior to the visitation, were they relevant to the presentation in the class/activity?

#### **Commendations**

#### **Recommendations**

Signature of Observer/Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Appendix O

### Student Evaluation of Academic Specialist/Counselor

		Strongly Agree	-	Strongly Disagree	Doesn't Apply	Optional Comments
1. I saw the specialist/counselor by (check only one) _____Appointment (answer #2abc, skip #3) _____Drop-in (skip #2, go to #3abc)						
2. a. My appointment was obtained within a reasonable amount of time.	1	2	3	4	5	X
b. The specialist/counselor was on time for the appointment.	1	2	3	4	5	X
c. Effective use was made of the appointment time.	1	2	3	4	5	X
3. a. I was able to see the specialist/counselor within a reasonable amount of time.	1	2	3	4	5	X
b. The time allotted was sufficient.	1	2	3	4	5	X
c. Good use was made of the time.	1	2	3	4	5	X
The specialist/counselor:						
4. Was prepared with/or had access to materials and information appropriate to the service.	1	2	3	4	5	X
5. Made me feel comfortable in seeking assistance.	1	2	3	4	5	X
6. Seemed to understand my request and responded accordingly.	1	2	3	4	5	X
7. Was able to communicate clearly.	1	2	3	4	5	X
8. Seemed genuinely interested in helping me.	1	2	3	4	5	X
9. Assisted me where appropriate in making decisions.	1	2	3	4	5	X
10. Made accurate referrals to other sources of information (where appropriate).	1	2	3	4	5	X
11. If appropriate, I would utilize this specialist/counselor again.	1	2	3	4	5	X
12. I would recommend this specialist/counselor to others.	1	2	3	4	5	X

(over)

13. Describe the strengths of the specialist/counselor; try to be specific and give examples.

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14. Did you have any difficulty with any aspect of this specialist's/counselor's service?  Yes  No

If yes, please describe. \_\_\_\_\_

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15. What suggestions for improvement would you make for this specialist/counselor?

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16. Please make any other comments you feel are appropriate.

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**Appendix P**  
**GRIEVANCE – LEVEL I**  
**Cabrillo College Federation of Teachers**

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

Address: \_\_\_\_\_

Work phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Person to whom Level I response should be sent: \_\_\_\_\_

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

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

Specific actions which will remedy the grievance:

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

Date of written response from immediate supervisor at informal level: \_\_\_\_\_  
(Attach a copy of the informal response)

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Level I Decision:

Signature of immediate supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Appendix Q**  
**GRIEVANCE – LEVEL II**  
**Cabrillo College Federation of Teachers**

Grievant's Name \_\_\_\_\_

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

Address: \_\_\_\_\_

Work phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Person to whom Level II response should be sent: \_\_\_\_\_

Copy of Level I Grievance attached

Statement of reasons for appeal:

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date of scheduled personal conference: \_\_\_\_\_

Level II Decision:

Signature of Superintendent/President: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix S

### Application For Alternative Methods of Unit Credit

Name \_\_\_\_\_ Teaching Field \_\_\_\_\_

1. Check program for which you are applying:

\_\_\_\_ Occupational/Technical Development

\_\_\_\_ Publications, Performances, Exhibits, or Demonstrations

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

A. The program for which you are applying and expected number of hours for completion.

B. Goals or objectives including expected outcomes and procedures.

C. Your time plan for the program.

D. How your program relates to classroom instruction and/or how it will provide unique benefit to students, other faculty, or the college.

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

A. Explain how you plan to document the outcome for the committee.

B. Explain the means by which this plan will be evaluated and by whom.

Signature \_\_\_\_\_

Faculty Member

Date \_\_\_\_\_

Approval Signature \_\_\_\_\_

Division Chair

Date \_\_\_\_\_

## ALTERNATIVE CREDIT

1. The alternative credit process is intended to provide an opportunity for faculty, contract and adjunct, to earn advancement on the salary scale by methods other than attendance at college level classes. It was originally targeted to faculty members in the vocational, arts, and literature areas so that they could earn credit for "doing what they do," but other faculty have also found the process useful. See Appendix S of the CCFT contract for precise language regarding the process.
2. The Sabbatical Leave Review Board reviews applications for alternative credit and approves those that shall be eligible to earn credit. Credit may be earned only for MAJOR activities and accomplishments above and beyond the normal duties expected of a faculty member.

Examples of projects which have been approved in recent years:

- Performance (dance, theater, music)
- Completion of a MSS of a novel/book
- Preparation of an article for publication in a professional journal of good repute
- On-site experience in a vocational field (e.g. dental hygiene) related to but not included in teaching responsibilities
- Production of a textbook
- Consulting in private industry (related to teaching assignment)

Examples of projects not approved:

- Lecture to Rotary or similar (part of job)
- Service in professional organization (part of job)
- Conference attendance (part of job)
- Travel study (available through college courses)
- Preparation of course syllabi (part of job)

3. To apply, you must submit a completed application form, signed by your DC, to the Vice President, Instruction. Deadlines are usually in early September and early February and are announced in the Open Channel for three weeks before the deadline. Application forms are available as Appendix S of the CCFT contract and may also be found in a box in the Staff Lounge in the weeks prior to application deadlines.
4. Credit cannot be given for activities already completed. The project must be in process or in the future in order to qualify.
5. You may earn no more than nine units per pay column by this method (i.e. the other six needed for advancement must still be earned via coursework). One unit of salary advancement is awarded for every 48 hours of activity on an approved project.
6. Copies of the negotiated agreement and the application form are available in the CCFT contract.
7. Please contact your DC or a member of the SLRB for further information.

# Appendix T

## Professional Development/Sabbatical Leave Agreement

### PARTIES

The parties to this Agreement are the Cabrillo Community College District (“District”) and \_\_\_\_\_ (“Faculty Member - Department”)

### PURPOSE

The purpose of this Agreement is to set forth the terms under which faculty members participate in the District’s Sabbatical Leave Program pursuant to Article 9 of The Agreement Between Cabrillo Community College District and the Cabrillo College Federation of Teachers (“CC & CCFT”).

### TERMS

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

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

Cabrillo Community College District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Faculty Member

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix U

### Cabrillo College Faculty Service Areas

<b>DISCIPLINE</b>	<b>FACULTY SERVICE AREA</b>
<b><u>BIOLOGY, ENVIRONMENT, CHEMISTRY, AND HEALTH OCCUPATIONS</u></b>	
Horticulture	Horticulture
Biological Science	Biological Science
Chemistry	Chemistry
Construction Management	Construction Energy Management
Dental Hygiene	Dental Hygiene
Medical Assisting	Medical Assisting
Nursing	Nursing
Radiologic Technology	Radiologic Technology
<b><u>BUSINESS AND COMPUTER SCIENCE</u></b>	
Accounting	Accounting
Banking and Finance	Banking and Finance
Computer Science	Computer Science
Computer Applications	Computer Technology
Computer Information Systems	Computer Technology
Computer Service Technology	Computer Technology
Digital Media	Computer Technology
Business	Business
Business Office Skills and Technology	Business Office Skills and Technology (BOST)
Real Estate	Real Estate
<b><u>COUNSELING</u></b>	
Counseling	Counseling and Guidance
Counseling	Career Counseling
Counseling	Reentry Counseling
Disabled Students	Disabled Students 280A-Z, 283
Health Services	Health Services
Health Services Nursing	Health Services
<b><u>ENGLISH</u></b>	
English	English Composition and Literature and Creative Writing
English as Second Language	English as Second Language
Reading	Reading
Journalism	Journalism
<b><u>FOREIGN LANGUAGE AND COMMUNICATION</u></b>	
Administration of Justice	Administration of Justice
Bilingual Bicultural Studies	Interdisciplinary Studies
Chinese	Chinese

French  
German  
Italian  
Japanese  
Russian  
Spanish  
Disabled Student Services

Disabled Student Services

Sign Language

French  
German  
Italian  
Japanese  
Russian  
Spanish  
Learning Disabilities: DS 284 or DS 285 or  
DS 284L or DS 282L or LS 254 or LS 255 or  
LS 264 or LS 265 or LS 281  
Speech Improvement: SP 253 or SP 259A-T  
or SP 259L or DS 284 or DS 285 or  
DS 284L or DS 282L  
American Sign Language

### **HEALTH, PHYSICAL EDUCATION, RECREATION AND DANCE**

Adaptive Physical Education  
Coaching  
Dance  
Health  
Physical Education

Adaptive Physical Education: PE 11 or PE11L  
Athletics  
Dance or PE55  
Health Science  
Physical Education or Rec

### **HUMAN ARTS AND SOCIAL SCIENCES**

Applied Living Arts  
Culinary Arts & Hospitality Management  
Early Childhood Education  
Gerontology  
Speech  
Stroke Center (Disabled Students)  
Women's Studies  
Anthropology  
Economics  
Fire Technology  
Geography  
Hazardous Material Abatement  
History  
Meteorology  
Philosophy  
Political Science  
Psychology  
Psychology  
Psychology  
Sociology

Applied Living Arts  
Food Service Technology  
Early Childhood Education  
Gerontology  
Speech Communication  
Stroke Center  
Women's Studies  
Anthropology  
Economics  
Fire Protection Technology  
Geography  
Hazardous Materials  
History  
Meteorology  
Philosophy  
Political Science  
Psychology (except Psych 1B, 6)  
Physiological Psychology (Psych 1B)  
Social Psychology (Psych 6, Soc 6)  
Sociology

### **LIBRARY**

Library Science  
Instructional Design/Technology

Library Science  
Instructional Design and Technology

### **MATH, SCIENCE, AND ENGINEERING**

Aeronautics  
Astronomy/Physics  
Astronomy/Physics  
Engineering Technology  
Engineering  
Geology and Earth Science  
Industrial Technology  
Mathematics

Aeronautics  
Astronomy  
Physics  
Engineering Technology  
Engineering  
Geology, Oceanography & Environmental Science  
Welding  
Mathematics

**VISUAL AND PERFORMING ARTS (VAPA)**

Art  
Art  
Art  
Art  
Music  
Music  
Music  
Music

Art Appreciation  
Studio Art (includes FSA Art Appreciation)  
Art History (includes FSA Art Appreciation)  
Photography  
Classical  
Jazz (includes FSA Classical)  
Popular  
Computer-controlled music or synthesis or  
electronic music or musical recording  
(includes FSA Classical)  
Acting and Performance and Appreciation  
Technical Theater (includes FSA Acting and  
Performance and Appreciation) TA 27-28 or  
30-31 or 33-35

Theater Arts  
Theater Arts

# Appendix V

## FSA Update Form

Date: \_\_\_\_\_

MEMO TO: \_\_\_\_\_

FROM: Personnel Services

SUBJECT: Faculty Service Areas

The Personnel Department is currently updating individual faculty service areas (FSAs) for contract academic staff. Please complete and return this form by \_\_\_\_\_ to ensure that your file is accurate and current.

1. In consideration of minimum qualifications and district competency standards, your district employment records currently list the following Faculty Service Area(s):

2. If you feel you are qualified in an additional FSA(s), please list below:

\_\_\_\_\_  
Faculty Service Area(s)

2a. List or attach documentation to enable verification of minimum qualifications or credential (see back).

2b. List or attach documentation to enable verification of competency (see back).

I certify that the foregoing information and attachments (if any) are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Division

\_\_\_\_\_  
Date

RETURN BY \_\_\_\_\_ TO ACADEMIC TECHNICIAN DESK,  
PERSONNEL DEPARTMENT

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

## FACULTY SERVICE AREAS (FSAs)

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

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

In accordance with board policy 5107, Cabrillo College competency criteria are:

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

The FSAs requiring recency are:

- Business Office Skills and Technology (BOST)
- Computer Science
- Computer Technology
- Computer controlled music synthesis, electronic music, recording techniques
- Engineering Technology
- Technical Theater
- Technical Production

If you have any questions, please consult with your division chair. A list of FSAs and minimum qualifications are available in your division office.

## **Appendix W**

### **Board Policy 5107 - Competency Policy**

Minimum qualifications and competency within a faculty service area (FSA) provide the basis to determine reassignment rights of more senior employees to be retained in areas in which they might not be employed at the time of layoff. A faculty member may qualify in any FSA in which he/she has met both minimum qualifications and district competency standards.

To be considered "competent" in a service area, one must meet minimum qualifications in the discipline and FSA and meet district criteria for competency in the FSA.

Cabrillo College competency criteria are:

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

The FSAs requiring recency are:

- Business Office Skills and Technology (BOST)
- Computer Science
- Computer Technology
- Computer controlled music synthesis, electronic music, recording techniques
- Engineering Technology
- Technical Theater
- Technical Production

Subsequent requests for changes to the above list will be made through the collective bargaining process.

## **Appendix X**

### **Family and Medical Leave Policy**

#### **AR #5050**

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

#### **Definitions**

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

#### **Employee Eligibility**

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

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

#### **Allowable Reasons for Family and Medical Leave**

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

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

#### **Leave Available**

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

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

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

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

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

#### Notice and Certification

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

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

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

When leave is requested for the birth or placement of a child, the leave must be initiated within one year of the birth or placement.

#### Compensation During Leave and Concurrent Use of Accrued Paid Leave

Family and medical leave is unpaid leave.

The District will require an employee to use accrued paid leave concurrently with the family and medical leave, as follows:

- (1) Employee will be required to use all accrued vacation leave, comp time, "Critical Illness of a Family Member" leave, and differential pay leave during the period of family and medical leave;
- (2) When family and medical leave is requested for an employee's own serious health condition, employee will be required to use all accrued sick leave and/or personal injury and illness leave during the period of family and medical leave;

**Appendix X.2**

- (3) When family and medical leave is requested to care for the serious health condition of an immediate

family member or for birth or placement of a child, the employee may request to use his/her balance of accrued Personal Necessity Leave during the period of family and medical leave. The employee will not be allowed to use accrued sick leave and/or personal injury and illness leave (other than Personal Necessity Leave) for family and medical leave requested to care for the serious health condition of an immediate family member or for birth or placement of a child.

- (4) When an employee's industrial illness or injury meets the definition of a "serious health condition" in family and medical leave law, then an eligible employee must use paid disability leave under industrial accident and illness laws and regulations during the period of the family and medical leave.

The District will designate an employee's leave, paid or unpaid, as family or medical leave under the federal or state law, based on the information provided by the employee when leave is requested. If the District designates paid leave as family or medical leave, it must make this designation before the leave starts, or before an extension of leave is granted, and must immediately notify the employee of the designation.

The District will keep records on employee family and medical leaves that will enable verification of the leave taken, leave remaining, and other provisions of this policy.

### Benefits During Leave

- (1) Group Health Benefits:

The District will maintain group health insurance coverage for an employee on family and medical leave for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

Employees are entitled to new health plans or benefits, or changes, which occur during their leave, and the District will give notice of such changes. If premiums are raised or lowered, an employee on family and medical leave must pay new rates if paying a portion of premiums.

- (2) Other Benefits Requiring Premium Payments:

For benefits other than group health benefits, an employee may elect to continue them during a family and medical leave by self-paying premiums.

- (3) Retirement Plans:

With respect to retirement plans, the period of family and medical care leave is treated as continued service for purposes of vesting and eligibility to participate.

- (4) Longevity:

For purposes of determining longevity, a family and medical care leave shall not constitute a break in service.

- (5) Accrual of Benefits:

An employee on family and medical leave will continue to accrue benefits only during leave which is concurrently taken as accrued paid leave (vacation leave, comp time, Critical Illness of a Family Member leave, differential pay leave, sick leave). During leave without pay, no benefits will accrue.

### Benefit Reinstatement

Employee benefits will be resumed following a family and medical leave in the same manner and at the same level as were provided by the District when the leave began, other than benefit changes which affected the entire work force.

If an employee chooses not to retain group health coverage or other employer-offered insurance policies during a family and medical leave, he/she is entitled to reinstatement with the same terms upon return, with no qualifying period, exams or exclusions.

An employee returns from a family and medical leave with no less seniority than when the leave commenced.

#### Job Reinstatement

Except for defined "key employees," an employee, upon return from family and medical leave, will be reinstated to his/her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee is not entitled to any position other than that which he/she would have had if he/she had not taken leave. The District is allowed to deny return to work in a position which ceased to exist during the leave for legitimate business reasons.

"Key employees" are defined as salaried employees who are among the highest paid 10% of the employees of the District employed within 75 miles of the facility at which the employee works. Under certain conditions, the employer may refuse to reinstate key employees upon return from a family and medical leave.

#### Notice to Employees

The District will post a notice of family and medical leave provisions in areas accessible to employees. In addition, the District will provide detailed notice of specific expectations, obligations, and consequences of failure, to the employee when a family and medical leave is requested.

#### Unlawful Acts

It is unlawful for the District to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the District to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

**Cabrillo College**  
**Adjunct Faculty Salary Schedule**  
 2001 - 2002  
 (Rate Per Unit)  
 Effective August 27, 2001

**Salary Schedule increased by 8% plus \$552K applied to cap**

This schedule based on availability of State Funds for part-time faculty compensation.

This schedule will not be used as the basis for contract period 2002/2003 if State funds for part-time faculty compensation are not available for that year.

Class >	1	2	3	4	5	6
Step	BA or Specific Minimum Requirements	MA/MS	MA/MS + 15 Units (BA + 45 Units)	MA/MS + 30 Units (BA + 60 Units)	MA/MS + 45 Units (BA + 75 Units)	MA/MS + 60 Units (BA + 90 Units)
1	856	883	911	938	966	994
2	888	916	943	970	998	1,025
3	929	957	984	1,011	1,039	1,066
4	970	998	1,025	1,052	1,080	1,107
5	1,011	1,039	1,066	1,093	1,121	1,148
6	1,052	1,080	1,107	1,135	1,162	1,189
7	1,094	1,121	1,148	1,176	1,203	1,230
8	1,135	1,162	1,189	1,217	1,244	1,271
9	1,176	1,203	1,230	1,258	1,280	1,280
10	1,217	1,244	1,271	1,280	1,280	1,280
11	1,217	1,244	1,271	1,280	1,280	1,280
12	1,217	1,244	1,271	1,280	1,280	1,280

Doctorate Stipend: \$57 per unit

Note: Step 9 is the maximum initial salary placement per CCFT contract, article 13.2.3.

# SIDE LETTERS

**AGREEMENT BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
AND THE  
CABRILLO COLLEGE FEDERATION OF TEACHERS**

The purpose of this Agreement is to define the rights of Division Chairs to take sabbatical leaves and how such rights are affected when Division Chairs return to the bargaining unit in a faculty position. CCFT acknowledges that nothing herein should or may be construed to mean that CCFT has any representational rights, obligations or duties regarding Division Chairs, since such positions are not in the bargaining unit.

The parties agree that Article 9.1 through 9.16 of the CCFT-District agreement effective July 1, 1988 through June 30, 1991 shall be amended to include Division Chairs in the sabbatical program under the following conditions:

- 1. Division Chairs (DCs) shall have the right to take sabbaticals for the purposes which are specified in Section 9.1 of the contract. The interpretation of this section shall be left to the Sabbatical Leave Review Board.
- 2. An ex-DC who has returned to faculty status may apply for a sabbatical under the existing policy, with years of DC service counting equally with teaching years in eligibility calculations. (This is our present policy. It would require the DC to spend at least one year, the year during which s/he could apply for the leave, as a regular faculty member.)
- 3. A DC who has not yet returned to faculty status may apply for a sabbatical by submitting a written plan (Section 9.10.1.1) which also includes a letter stating his or her intent to go on leave as a regular faculty member and to return to regular faculty status after the leave for at least as long as the period of required service (one or two years, Section 9.8). The replacement costs and contributions associated with that sabbatical shall be included in the funding calculations (Section 9.6).
- 4. DC's sabbatical compensation shall be calculated by placing that person on the current faculty salary schedule at the position that s/he would have attained had s/he served continuously as a regular faculty member rather than as a DC.

All other provisions of Article 9 stand as negotiated.

Date:\_\_\_\_\_

Date:\_\_\_\_\_

For the Cabrillo Community  
College District

For the Cabrillo College  
Federation of Teachers

By:\_\_\_\_\_

By:\_\_\_\_\_

**AGREEMENT BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT (CCCD)  
AND THE  
CABRILLO COLLEGE FEDERATION OF TEACHERS (CCFT)**

The parties agree to the following regarding directors, instructional support faculty, and the conversion of teaching units to hours.

- 1) Table I, Director's Compensation, represents the full amount of compensation for directors and the criteria used as guidelines in determining any additions, deletions, or changes in the number of teaching units or hours of compensation for Directors.
- 2) Table II, Instructional Support Faculty (ISF) Compensation, Article 11.6.3.2.2, represents the full amount of compensation for faculty assigned as specified in Article 11.6.
- 3) Table III, Conversion of Teaching Units to Hours.
- 4) Generic job description for Academic Program Director

The parties have agreed to the following "grandparenting" provision: Directors and ISFs with less compensation as specified in Table I and Table II than received in 1994-95 will receive the higher compensation beginning January, 1996 and through 1996-97 only. Any resignation of a unit member in a director or ISF position covered by the grandparenting provision will terminate the higher compensation for 1995-96 and 1996-97.

Date:\_\_\_\_\_

Date:\_\_\_\_\_

For the Cabrillo Community  
College District

For the Cabrillo College  
Federation of Teachers

By:\_\_\_\_\_

By:\_\_\_\_\_

(This side letter will become valid upon ratification of this contract and the appropriate signatures).

Academic Program Directors' Compensation – Academic Year 2001-02

TABLE I  
Revised 8/23/01

DIRECTOR	ANNUAL UNITS	ANNUAL HOURS/ WK	SUMMER UNITS	STIPEND	EXTRA CONTRACT DAYS
<b>ASSIGNED TO DIRECT</b>					
Accounting	6				
Adaptive PE	8				
Archeology Tech	6		1		
Bio/Chem	5				
Computer & Info Systems	13				
Digital Media	6				
Bus Ofc Skills&Tech	6				
Construction&EnergyMng	3				
Dance	6				
Engineering Tech/Weld	12				
ECE	15		1		
Engineering	4				
English	12				
ESL	8				
Foreign Language	7				
Fire Technology	6				
General Business	2				
Horticulture	8		3		
Journalism	5				
Learning Community	6				
Learning Skills	3				
Math	12				
Medical Asst	12		2		
Math Science&Engineering	2				
Nursing Assistant	16				
Performing Arts	10				
Photo	6				
Physical Education	5				
Public Safety	8				
Reading	3				
Small Bus/RE	5		1		
Studio & Art History	5				
Theater Arts	6				
Women Studies	5				
<b>HIRED TO DIRECT</b>					
Culinary Arts	16			4686	
Criminal Justice	4				
Dental Hygiene	13		2.5	4686	
Rad Tech	12				185

DIRECTOR	ANNUAL UNITS	ANNUAL HOURS/ WK	SUMMER UNITS	STIPEND	EXTRA CONTRACT DAYS
<b>HIRED/HOURS</b>					
DSP&S		36		4686	195
Athletics		36		4686	185
Transfer		36		4686	
Stroke Center		36	3.75		
TchgLrngCtr/StfDev		36			195
EOPS		36			195

In determining compensation, the following criteria will be applied as guidelines:

- 1) Facility -- up to 3 units each semester depending upon size, complexity, and assistance from classified or other academic staff.
- 2) Accreditation -- up to 3 units per semester pursuant to BP 3030.
- 3) Coordination including:
  - a) number of students in classes at census:
    - 500 - 1000 = 0.5 unit per semester
    - 1001 and above = 1.0 unit per semester
  - b) number of sections scheduled per semester:
    - 0 through 9 = 0 units per semester
    - 10 through 25 = 0.5 unit per semester
    - 26 and above = 1.0 unit per semester
  - c) ratio of adjunct faculty to full-time faculty:
    - greater than or equal to three = 0.5 unit per semester
  - d) budget:
    - over \$40,000 general fund excluding the 1000, 2100 and 2200 accounts = 0.5 unit per semester
    - over \$150,000 with no contract clerical assistance = 1 unit per semester
  - e) coordinating with community, state and federal agencies, college programs, and/or other educational institutions, work with program pre-requisite screening, student advising:
    - up to 1 unit per semester
    - (Nursing will receive an addition 2 teaching units per semester in this area)
  - f) writing grants or participation in special projects:
    - up to 1 unit per semester
- 4) All Academic Program Directors will receive a minimum of 1 unit per semester of reassigned time.

**INSTRUCTIONAL/STUDENT SERVICES  
SUPPORT FACULTY COMPENSATION  
ARTICLE 11.6.3.2.2**

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

Cooperative Work Experience (summer assignment depends upon number of students)	12 units per year
Puente Project	8 units per year
RT Clinic	16 units per year
Gallery	10 units per year, 3 units summer
Cabrillo Stage	12 units per year
Theater Arts	6 units per year
Distance Education Coordination	3 units per semester
Nursing LVN Coordination	1 unit per semester
Dental Lab Coordination	1 unit per semester

## 16 WEEKS – UNITS TO HOURS PER WEEK

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

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

16 weeks plus FLEX = 17 weeks

## **ACADEMIC PROGRAM DIRECTOR**

### JOB DESCRIPTION

The Academic Program Director is an academic employee of the District assigned responsibility for one or more of the following:

- (1) directing the operation of a District instructional facility (on or off campus) which, in addition to serving as a classroom, either (a) provides services to students and/or community members, or (b) is maintained by program staff without assistance from the district Maintenance and Operations Department;
- (2) planning, developing, coordinating and implementing a college program which may only be offered under the auspices of an outside program accrediting or regulatory agency, in accordance with the requirements of the outside agency and with Board Policy and Administrative Regulation 3030;
- (3) directing and coordinating an academic or occupational program for the district.

### SCOPE

Under the general direction of the division chair or administrator responsible for the instructional facility or academic/occupational program, the Academic Program Director performs and is accountable for the direction, supervision and coordination of the facility and/or program assigned.

### TYPICAL DUTIES AND RESPONSIBILITIES

1. Assists responsible administrator with supervision, recruitment and/or evaluation of faculty and classified employees for the assigned program and/or facility pursuant to CCFT and SEIU contracts;
2. Plan, develop, implement and monitor the assigned program and/or facility budget;
3. May participate in grant writing and/or implementation and other revenue generating services related to the assigned program and/or facility;
4. Directs the operation, purchasing and maintenance needs of the assigned program and/or facility;
5. Plan, develop, articulate, implement and revise a program curriculum, with input from appropriate colleagues;
6. Develop and coordinate the instructional schedules, services, staffing and planning for the assigned program or facility;
7. In conjunction with the counseling division, perform program and career advising;
8. Work with the local community, educational institutions, employers and advisory committees on matters related to the assigned program or facility;
9. Coordinate and assist with the recruitment, retention and tracking of students within the assigned program, and with determination of program prerequisite criteria and procedures;
10. Hires, schedules and supervises temporary and student employees for the assigned program and/or facility.

## ABILITIES

Ability to provide effective direction of an assigned program or facility. Ability to develop and manage a program or facility budget. Ability to work cooperatively with others. Ability to communicate effectively, both orally and in writing. Ability to train, schedule, supervise and evaluate staff. Ability to set up and maintain effective recordkeeping systems. Ability to work effectively under deadlines and multiple demands. Ability to understand, interpret and apply pertinent laws, rules and regulations.

## QUALIFICATIONS

Possession of appropriate community college credential or meet the state minimum qualifications or equivalency applicable to faculty assignment, AND any additional education, experience or credential/license requirements specified for directors of the assigned program area.

## SUPERVISION RECEIVED

The Academic Program Director performs assigned duties under the general direction of the division chair or administrator responsible for the instructional facility or academic/occupational program.

## AUTHORITY/RESPONSIBILITY

The Academic Program Director directs and coordinates the operation of the assigned facility and/or program, assists in hiring, supervising and evaluating program and/or facility staff, and schedules staff.

(This side letter will become valid upon ratification of this contract and the appropriate signatures).

**LETTER OF AGREEMENT REGARDING SECTION 14.3.1  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
AND THE  
CABRILLO COLLEGE FEDERATION OF TEACHERS**

Notwithstanding the provisions of Article 14.3.1, which mandates medical coverage for unit members, the following individuals shall not be required to take such coverage:

Acosta, Eva  
Broadston, Sue  
Coe, Virginia  
Cox, Steve  
Davis, Diane  
Deitch, Elaine  
Goldbeck, Jennifer

Jensen, Charlotte  
Kelly, Carole  
Martinez, Dan  
Neher, Andrew  
Phelps, Peter S.  
Pfothenauer, Rock  
Robles, Felix

In the future, if any of the above individuals desire enrollment in a District's medical plan, enrollment shall be subject to evidence of insurability and, the provisions of Article 14.3.1 mandated employee medical coverage.

Date: \_\_\_\_\_

For the Cabrillo Community  
College District

By: \_\_\_\_\_

Date: \_\_\_\_\_

For the Cabrillo College  
Federation of Teachers

By: \_\_\_\_\_

**Side Letter of Agreement 2001-02.1**

**Cabrillo Community College District  
and the  
Cabrillo College Federation of Teachers**

**Article 13, Salary  
Academic Program Directors  
Social Science and HAS Pilot Program**

The parties agree to the following contract revisions through June 30, 2002 regarding compensation for Academic Program Directors in the Social Science and HAS Pilot Program:

For 2001-02 only, current Academic Program Directors in the Social Science and HAS Pilot Program will continue to be compensated and to operate their programs as per past practice. For departments without an APD in the past, two new Department Chair positions will be created for 2001-02, each compensated with one class of reassigned time or three units of overload for each semester. An additional unit of reassigned time per semester will be allocated to the Department Chair of the cluster that includes the Speech Communication Department. Any changes in APD compensation and/or workload must be mutually agreed upon by the unit member and the appropriate administrator.

Duties of the APDs and new Department Chairs include:

- Scheduling, working with support staff and the Dean
- Evaluation, working with Dean
- Coordination of department staffing, purchases and budgeting, working with financial officer and Dean
- Serving as the first level of communication in responding to student complaints within the departments represented
- Coordinating with VP, Instruction during the 2001-02 year and making recommendation to improve the Division's structure as part of the pilot program
- Coordinating communication, planning, and other duties related to that cluster

Date: \_\_\_\_\_  
For Cabrillo Community College District

Date: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

By: \_\_\_\_\_

By: \_\_\_\_\_

## **Side Letter of Agreement 2001-02.2**

### **Cabrillo Community College District and the Cabrillo College Federation of Teachers**

#### **Article 9, Professional Growth and Development Intellectual Property Rights**

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

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

#### **Copyright Ownership**

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

1. A faculty or staff member may claim the right to copyright any material created outside of the faculty or staff member’s employment with the District. If this creation involves use of District equipment or supplies, the faculty or staff member shall retain the right to copyright the material, but shall reimburse the District for the cost of production.
2. The District may claim the right to copyright material if the District specifically commissioned it, or the work is identified as an institutional effort. Otherwise, the right to copyright the material will belong to the faculty or staff member responsible for its creation.
3. The District and the faculty or staff member may agree to share the right to copyright materials if the work is created by the faculty or staff member and the District contributes services, staff, or financial resources necessary for completion. This will be accomplished through a separate contract at the time the project is initiated. Faculty and staff should consult with their respective bargaining agent before entering into the contract.

#### **Copyright Registration**

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

**Royalties and Distribution Rights**

The ownership of copyright determines royalty distribution rights.

1. When faculty or staff members have full copyright ownership, they retain full royalty distribution rights.
2. When the District has full copyright ownership, it retains full royalty distribution rights.
3. If the District and the faculty or staff member share copyright ownership, royalty distribution rights will be as follows:

All royalties or profits will be distributed to reimburse the copyright owners for documented expenses related to the creation and production of the materials.  
 Any remaining royalties or profits will be distributed according to the terms of a separate contract.

**District Use of Copyrighted Materials**

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

Before the District enters into any agreement for commercial redistribution of an instructional activity performed by the faculty or staff member as part of their employment with the District, the District will first obtain written permission of the faculty or staff member. The District will retain all profits from such commercial redistribution.

Date: \_\_\_\_\_  
For Cabrillo Community College District

Date: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

By: \_\_\_\_\_

By: \_\_\_\_\_

## Side Letter of Agreement 2001-02.3

### Cabrillo Community College District and the Cabrillo College Federation of Teachers

#### Article 13, Salary Section 13.1.1.5.4, Application of State Adjunct-Purpose Funds

The parties agree to the following formula for distribution of State adjunct-purpose funds.

	01-02	02-03	03-04
Negotiated increase 2.03%- through years 01-02 \$0-190,000 SF 02-04 \$0-195,000 SF	\$190,000 \$1,048 AF \$1,398 ASF +% inc. based on article 13.1.1.1	\$95,000 ? ?	\$100,000 ? ?
Contingency Language: State Funds for Adjunct-Purposes			
$X = SF > 190,000 < 285,000$	$\$190,000 + X$	$95,000 - X$	$\$100,000$
$Y = SF > 285,000 < 385,000$	$285,000 + Y$		$100,000 - Y$
$Z = SF > 385,000$	$385,000 + Z$		
2003-04 XX = if SF in 01-02 < 190,000 > 95,000 in 02-03	190,000	$95,000 + XX$	$100,000 - XX$

SF: State Funds  
AF: Adjunct Faculty  
ASF: Academic Specialist Faculty

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Cabrillo Community College District

By: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

**Side Letter of Agreement 2001-02.4**

**Cabrillo Community College District  
and the  
Cabrillo College Federation of Teachers**

**Board Policy and Administrative Regulation 4340  
Computer and Network Usage**

The parties agree to the attached Board Policy and Administrative Regulation 4340 pertaining to Computer and Network Usage.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Cabrillo Community College District

By: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

## **COMPUTER AND NETWORK USAGE POLICY**

It is the policy of the Cabrillo Community College District that use of computing and networking resources at Cabrillo College is primarily for purposes related to the institution's mission of education and public service. All users of the network and computer resources have a responsibility not to compromise computer and network function and to respect the rights of others.

Users of College information resources must respect copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, respect the rights of other computer users, and respect existing laws regarding the use of college resources for political, personal and commercial use.

The confidentiality of electronic resources cannot be assured, but the College recognizes that employees have a substantial interest in privacy. Such confidentiality may be compromised by applicability of law or administrative regulation supporting this policy, by unintended redistribution, or because of inadequacy of current technologies to protect against unauthorized access. Computer and network use policies at this institution supplement but do not replace existing state and federal laws and regulations regarding use of electronic resources.

## COMPUTER AND NETWORK USAGE ADMINISTRATIVE REGULATION

### I. SCOPE AND APPLICABILITY

#### A. College System

The Cabrillo College Computer and Network systems are the sole property of Cabrillo College. They may not be used by any person without the proper authorization of the College, and they are to be used primarily for College business and educational purposes.

#### B. Applicability

This regulation is applicable to all College students, faculty and staff and to others using Cabrillo College information resources. Users who are accessing Cabrillo College electronic communication resources from off-campus sites are responsible for obeying the regulation. This regulation refers to all College electronic information resources whether individually controlled or shared, stand-alone or networked. It applies to all computer and computer communication facilities owned, leased, operated, or contracted by the College. This includes personal computers, workstations, mainframes, minicomputers, and associated peripherals, software and information resources, regardless of whether used for administration, research, teaching or other purposes.

#### C. Conditions of Use

Individual units within the College may define additional conditions of use for information resources under their control. These statements must be consistent with this overall regulation but may provide additional detail guidelines and/or restrictions.

#### D. Enforcement of Policy

This regulation exists within the framework of the College Board of Trustees' policies and State and Federal laws. A user of College information resources who is found to have violated any of these policies may be subject to disciplinary action including but not limited to loss of information resources privileges; disciplinary suspension or termination from employment or expulsion; and/or civil or criminal legal action.

### II. POLICIES

#### A. Copyrights and licenses

Computer users must respect copyrights and licenses to software and other online information.

- (1) Copying - Software protected by copyright may not be copied except as expressly permitted by the owner of the copyright or otherwise permitted by copyright law. Protected software may not be copied into, from, or by any College facility or system, except pursuant to a valid license or as otherwise permitted by copyright law.
- (2) Number of Simultaneous Users - The number and distribution of copies must be handled in such a way that the number of simultaneous users does not exceed the number of original copies purchased unless otherwise stipulated in the purchase contract.
- (3) Copyrights - In addition to software all other copyrighted information (text, images, icons, programs, etc.) retrieved from computer, network or Internet resources must be used in conformance with applicable copyright and other law. Copied material must be properly attributed.
- (4) Plagiarism of computer information is prohibited in the same way that plagiarism of any other protected work is prohibited.

## **B. Integrity of Information Resources**

Computer users must respect the integrity of computer-based information resources.

- (1) **Modification or Removal of Equipment** - Computer users must not attempt to modify or remove computer equipment, software, or peripherals that are owned or housed by Cabrillo College without authorization from systems administrators (Computing Resources or unit administrator) at Cabrillo College.
- (2) **Unauthorized Use** - Computer users must not interfere with others' access and use of College computers. This may include but is not limited to: the sending of chain letters, either locally or off campus; printing excess copies of documents, files, data, or programs, deliberately running programs that intentionally damage or slow down the college network; unauthorized modification of system setups, operating systems, or disk partitions; attempting to crash or tie up a College computer or network; and damaging or vandalizing College computing facilities, equipment, software or computer files.
- (3) **Unauthorized Programs** - Computer users must not intentionally develop or use programs which disrupt other computer users or which access private or restricted portions of the system or which damage the software or hardware components of the system. Computer users must not use programs or utilities which interfere with other computer users or which modify normally protected or restricted portions of the system or user accounts.

## **C. Unauthorized Access**

Computer users must not seek to gain unauthorized access to information resources and must not assist any other persons to gain unauthorized access.

- (1) **Abuse of Computing Privileges** - When using College information resources, users must not access computers, computer software, computer data or information, or networks without proper authorization, or intentionally enable others to do so, regardless of whether the computer, software, data, information, or network in question is owned by the College. For example, abuse of the networks to which the College belongs or the computers at other sites connected to those networks will be treated as an abuse of College computing privileges.
- (2) **Reporting Problems** - Any irregularities discovered in user accounts or system security must be reported promptly to the Director of Computing Resources or one of the Computing Resources Managers so that steps can be taken to investigate and solve the problem.
- (3) **Password Protection** - Cabrillo computer users with password-protected accounts may not disclose the password or otherwise make the account available to others without permission of the user's supervising administrator and notification to the Manager, Technology Services, Computing Resources Department.
- (4) **System Security** – Screening of system-wide incoming electronic information solely for the purpose of system security, i.e., virus protection, may be performed as needed.

## **D. Usage**

Computer users must respect the rights of other computer users and adhere to all applicable laws.

- (1) **Messages and Images** - Users may not use College electronic communication facilities to send or intentionally access fraudulent, harassing, obscene, or threatening messages that are a violation of applicable federal or state law. College policies prohibit the unauthorized release of confidential information.
- (2) **Information Belonging to Others** - Users must not intentionally seek or provide information on, obtain copies of, or modify data files, programs, or passwords belonging to other users, without the permission of those other users.

- (3) Rights of Individuals – Users must not release any individual's (student, faculty, and staff) personal electronic information to anyone without appropriate authorization.
- (4) User identification - Users of College information resources shall not send communications or messages anonymously or without accurately identifying the user's originating account or station.

#### **E. Political, Personal and Commercial Use**

The College is a non-profit tax-exempt organization and, as such, is subject to specific federal, state and local laws regarding sources of income, political activities, use of public property and similar matters.

- (1) Political Use - College information resources must not be used for support of partisan political activities where prohibited by federal or state laws.
- (2) Personal Use - College electronic resources may be used for incidental personal purposes provided that, in addition to the foregoing constraints and conditions, such use does not:
  - (i) directly or indirectly interfere with the College operation of computing facilities or electronic mail services;
  - (ii) burden the College with noticeable incremental cost; or
  - (iii) interfere with the email user's employment or other obligations to the College.
- (3) Commercial Use - College information resources should not be used for non-college commercial purposes.

#### **F. Nondiscrimination**

All users have the right to be free from any conduct connected with the use of Cabrillo College network and computer resources, which discriminates against any person on the basis of race, color, national origin, gender, sexual orientation, age, religion, or disability.

#### **G. Information Regarding Access and Disclosure**

Cabrillo College recognizes that employees have a substantial interest in, and reasonable expectations of, privacy with regard to the electronic mail messages they send or receive, even when those messages involve only college business, and the electronic information resources used are in the course of their employment.

Users of the computing resources at Cabrillo College must be aware of possible unintended communications disclosure. In many cases, information entered on or transmitted via computer and communications systems may be retrieved, even if a user has deleted such information.

- (1) Cabrillo College reserves the right to access and disclose the contents of employee electronic information resources, but will do so only when it has a legal need to do so. Cabrillo College will not monitor electronic mail messages. However, Cabrillo College reserves the right to disclose any electronic mail message and/or other electronic information as required by law.

In the event of an emergency, such as a serious illness or injury, it may be determined by the supervising administrator that access to an employee's electronic information resources is necessary to conduct College business. The supervising administrator will make every effort to obtain the employee's permission to access the electronic information. If this determination is made and the College cannot obtain the employee's consent, at least two administrators/managers must review and approve this access. Any access undertaken without such approval is a breach of Cabrillo College policy for which employees will be disciplined.

An employee is prohibited from violating the privacy of others, i.e., electronic snooping.

- (2) Incoming electronic mail that has been “malformed” and/or corrupted in transmission that cannot be delivered by the system may be opened by the mail administrator (a designated staff person in Computing Resources). The mail administrator will attempt to identify the intended recipient, cause the mail to be delivered, and notify the recipient that the message had to be opened for delivery.

## **Side Letter of Agreement 2001-02.5**

### **Cabrillo Community College District and the Cabrillo College Federation of Teachers**

#### **Article 11, Workload, Lab Hours**

May 18, 1995

There are classes which require students to work in a computer lab as part of their instruction. When this laboratory work is offered in a teaching lab at a scheduled time and place, the instructor of the class is compensated at .75 teaching unit per hour of lab.

When this instruction is accomplished in an open computing laboratory (to be arranged), the instructor usually is compensated at .5 teaching unit per hour. If this instructor also teaches the lecture portion of a computing class, s/he will be compensated at a rate of .75 teaching unit per hour for the number of "to be arranged" hours listed in the schedule as being associated with the lecture. The remainder of the hours assigned to the computing lab will be compensated at a rate of .5 teaching unit per hour.

There will be an increase of 9.625 units a semester assigned to the computing lab.

This agreement by the Cabrillo College District and the Cabrillo College Federation of Teachers will become effective for the fall semester of 1995 and will be incorporated in the workload article of the contract at its next printing.

**August 13, 2001**

**This agreement terminated effective the end of the 2000-01 academic year, except for Gary Marcoccia and Jo-Ann Panzardi, who are grandparented into this provision. There are no other exceptions.**

## **Side Letter of Agreement 2001-02.6**

### **Cabrillo Community College District and the Cabrillo College Federation of Teachers**

#### **State Funds for Part-Time Faculty Compensation**

In May of 2001, CCFT and the District reached a tentative agreement on a three-year contract, 2001-04. The CCFT membership ratified the negotiated agreement on June 4, 2001 and the Governing Board approved the agreement on June 4, 2001. On July 26, 2001, the 2001-02 State Budget for Community Colleges was signed. The State Budget included \$57 million to allow districts to increase compensation for part-time faculty. Although the Department of Finance has committed to the \$57 million as ongoing funding, the State Budget funded this augmentation using one-time Proposition 98 "Reversion Account" funds. The purpose of this agreement is to define the compensation program for the life of the contract in the event the State funding for part-time faculty is not ongoing.

1. In 2001-02, the District will receive part-time faculty compensation and will distribute these funds as follows:
  - a. In accordance with Article 13.1.1.5.1, \$552,000 has been applied on the adjunct and academic specialist salary schedules as per attachments A and B to this side letter.
  - b. If the District receives more than \$552,000, the amount in excess of \$552,000 will increase the District's participation in the annual amount available for the adjunct benefits according to Article 14.4.4 in fiscal year 2002-03 only.
  - c. All 2000-01 salary schedules shall be increased 8% according to Article 13.1.1.1.1.
2. In 2002-03 and 2003-04 fiscal years:
  - a. If the District receives \$190,000 or more from the State Adopted Budget for Community Colleges for part-time faculty compensation, then the negotiated increase of 4 % in 2002-03 and 3.5% in 2003-04 will be applied to the current 2001-02 salary schedules.
  - b. If the District receives less than \$190,000 from the State Adopted Budget for Community Colleges for part-time faculty compensation, then the 2000-01 salary schedules shall be recalculated to be increased by 7% plus that fraction of 1% which is equal to the amount of state funds received for part-time faculty compensation divided by \$190,000 to establish the 2001-02 salary schedule. The negotiated increase of 4% in 2002-03 and 3.5% in 2003-04 will be applied to these recalculated 2001-02 salary schedules.
  - c. If the District receives no funding from the State Adopted Budget for Community Colleges for part-time faculty compensation, then the 2000-01 salary schedule shall be recalculated to be increased by 7% to establish the 2001-02 salary schedules and the negotiated increase of 4% in 2002-03 and 3.5% in 2003-04 will be applied to these recalculated 2001-02 salary schedules.
3. Article 13.1.1.5. Adjunct Salary Schedule and Adjunct Academic Specialist Salary Schedule Cap:
  - a. Article 13.1.1.5.1 reworded.

State funds received in 2001-02 for part-time faculty compensation shall be applied toward adjunct and adjunct academic specialist salary schedules and adjunct fringe benefits according to 1a and 1b above.

b. During 2002-03 and 2003-04:

1. If the District receives an amount equal to the funds received from the State Budget for part-time faculty compensation in 2001-02, then all funds will be applied toward the elimination of the salary cap on the adjunct and academic specialist salary schedules.
2. If the District receives less funds from the State Budget for part-time faculty compensation than it received in 2001-02, then the salary cap will be revised accordingly to a lower amount. In any event, this revised salary cap will go not lower than the amount stated in 13.1.1.5.3.
3. If the District receives more funds from the State Budget for part-time faculty compensation than it received in 2001-02, then the salary cap will be increased accordingly.

c. Article 13.1.1.5.2      No change.

d. Article 13.1.1.5.3      No change.

e. Article 13.1.1.5.4      No change.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Cabrillo Community College District

By: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

**Side Letter of Agreement 2001-02.7**

**Cabrillo Community College District  
and the  
Cabrillo College Federation of Teachers**

**Preretirement Program**

In accordance with the requirements of the Ed Code and the Government Code, CCFT and the District agree to the following regarding the Preretirement Program contract language:

**Article 18.5.3**, Length of participation in the preretirement program shall not exceed ten (10) years as specified in Ed Code 87483 for employees subject to Section 22713 of the Government Code and shall not exceed five (5) years for employees subject to Section 20815 of the Government Code. Unit members requesting preretirement must have been employed full-time ~~at a regular contract of 60% or more~~, in an academic position *or a position requiring certification qualifications, or both*, for at least ten (10) years, including the immediately preceding five (5) years. Sabbatical leave or other approved leaves shall not be considered to be a break in service. The period of part-time employment pursuant to this policy shall not extend beyond the end of the school year in which the unit member reaches her/his seventieth (70<sup>th</sup>) birthday.

Unit members interested in the Preretirement Program are encouraged to review the specific program requirements with the State Teachers Retirement System.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Cabrillo Community College District

By: \_\_\_\_\_  
For Cabrillo College Federation of Teachers

**Side Letter of Agreement 2001-02.8**

Cabrillo Community College District  
and the  
Cabrillo College Federation of Teachers

**Article 14, Benefit Eligibility**

Notwithstanding the provisions of Article 14.4.3, this agreement is to help clarify benefit eligibility for employees who have met the *initial eligibility* criteria but have an annual workload of less than 15 units.

In any given academic year, an employee who is enrolled in a district administered medical plan will lose eligibility for the *district-paid* benefit stipend for the following academic year if his/her annual workload is less than 15 units in the current academic year.

Such an employee may continue his/her benefits by electing COBRA coverage and self-paying the cost of the premiums. Benefit eligibility will be reinstated the following academic year if the workload for the current academic year is greater than or equal to 15 units, otherwise the adjunct employee must reestablish initial eligibility as defined in Article 14.4.1.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

For Cabrillo Community College District

By: \_\_\_\_\_

For Cabrillo College Federation of Teachers

**Side Letter of Agreement 2001-02.9**

**Cabrillo Community College District  
and the  
Cabrillo College Federation of Teachers**

**Article 13, Initial Salary Placement**

CCFT and the District agree to the following modifications of the 2001-04 contract as it relates to the following:

- A. In Article 13.4.1.6, there is current language which addresses initial salary placement for faculty who are hired with a doctorate degree but do not possess a Master's degree.
- B. Additionally, when faculty are hired by the District and have completed a Bachelor's degree but do not possess a Master's degree and are currently enrolled in a doctorate program and have successfully completed a minimum of thirty (30) graduate level semester units, the faculty member will be eligible to receive an initial salary placement in Class 2 through 6, based on the completion of upper division or graduate course work earned subsequent to attainment of a Bachelor's degree in a regularly accredited college or university for salary schedule class purposes.
- C. Faculty must submit original transcripts and documents in accordance with the District's practice.
- D. This side letter will supersede the initial salary placement provisions defined in Article 13.4.1 (Placement in Salary Schedule Class) as described in Item B above.
- E. The equivalency process to determine minimum qualifications of a faculty instructor is separate and distinct from the salary placement process defined in A, B, C, and D above.
- F. This new process will be effective with the beginning of the Fall 2001 semester.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Cabrillo Community College District

By: \_\_\_\_\_  
For Cabrillo College Federation of Teachers