

PFF Proposal Regarding Appendix B: Workload Schedule
August 15, 2016

Changes to the Trade and Industry Department workload:

Discipline:	Lecture:	Lab:
Auto body	18 15	18 15
Automotive Technology	18 15	18 15
Cabinet and furniture Technology	18 15	18 15
Diesel Mechanic Technology	18 15	18 15
Drafting Technology	15	18 15
Industrial Technology	18 15	18 15
Welding	18 15	18 15

R. Shafer
[Signature]

[Signature]
Colleen Bohler

9/28/2016
Bill [Signature]

TA 9/28/16
TCL [Signature]
CB

PFF/District Negotiations
~~July 18~~ September 28, 2016
District Response #2-4 to PFF Proposal 1

APPENDIX F – EXTRA DUTY STIPEND SALARY SCHEDULE

1. District agrees to stipends as presented by PFF for: ASL Lab Coordinator, CFT Lab Coordinator, and Equivalency Committee Chair.
2. District does not agree to 20% release time for the scenic design duties of the position: Assistant Professor, Technical Theatre and Design. District has changed title of "Theatre Technical Director" to "Theatre Technical Director and Designer", keeping the 20% release time as previously stated.
3. District agrees to 100% release time for EOPS ~~Director~~ Coordinator under the following conditions:
 - a) the individual must meet minimum qualifications as outlined in Title 5 Section 56262
 - b) the individual must be assigned full-time (40 hours per week) to the position
 - ~~b)c)~~ Chancellor's office must accept Dr. Blake's waiver to requirement for an EOPS director
- ~~4. The District is still considering the release time for the Women's Study Coordinator.~~
4. The District is proposing for 2016-17 only, a pilot adding one Assistant Chair Nursing Department with 20% release time to assist with BRN responsibilities. Department will re-evaluate summer 2017 to consider future need for release time or other solutions for fulfilling BRN requirements.
5. The District is proposing changing all "director" references to "coordinator", except for the Nursing Director, as that title is required by BRN.

5 CCR § 56262

§ 56262. Director Qualifications.

(a) The EOPS Director must meet the minimum qualifications for a student services administrator as specified in section 53420 of this part, or must possess a Community College Supervisor Credential.

(b) In addition, an EOPS Director hired after October 24, 1987, must have, within the last four years, two years of experience or the equivalent:

(1) In the management or administration of educational programs, community organizations, government programs, or private industry in which the applicant dealt predominantly with ethnic minorities or persons handicapped by language, social or economic disadvantages or,

(2) As a community college EOPS counselor or EOPS instructor, or have comparable experience in working with disadvantaged clientele.

(c) In addition, an EOPS director hired after October 24, 1987, shall have completed a minimum of six units of college-level coursework predominantly relating to ethnic minorities or persons handicapped by educational, language, or social disadvantages.

Note: Authority cited: Sections 69648, 70901(b)(1)(B) and 87356, Education Code. Reference: Sections 70901(b)(1)(B), 87356 and 87357, Education Code.

5 CCR § 53420

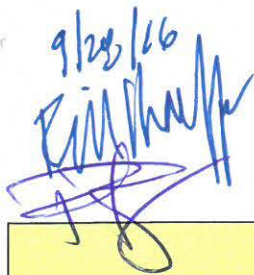
§ 53420. Minimum Qualifications for Educational Administrators.

The minimum qualifications for service as an educational administrator shall be both of the following:

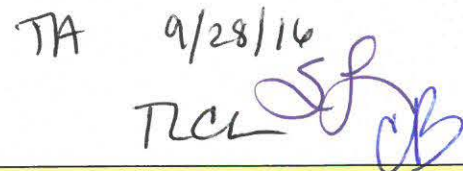
(a) Possession of a master's degree; and

(b) One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment.

Note: Authority cited: Sections 66700, 70901 and 87356, Education Code. Reference: Sections 87002 and 87356, Education Code.

9/28/16


PFF/District Negotiations
 September 28, 2016
 District Response #4 to PFF Proposal #1

TA 9/28/16


APPENDIX F – EXTRA DUTY STIPEND SALARY SCHEDULE

Extra Duty Description	Stipend Percentage (per Fall & Spring Semesters unless otherwise noted)	Stipend Amount (per Fall & Spring Semesters unless otherwise noted)	Summer Stipend
AODS Program Director	20%		
Assistant Chair, Nursing Department (2)	20%		
Archaeology Program Coordinator	20%		
Articulation Officer	100%		
Artist in Residence - President's Association	40%		
ASL lab Coordinator	20%		
Career Center Director	50%		
CFT Lab Coordinator	20%		
Coordinator, Service Learning Program	20%		
Dance Production Director		\$3,608.11	
Director - Forensics (4)	Either 15% or stipend	\$ 2,627.26 each per year	
English 10/50		\$3,728.76	\$621.47
English Lab*	60%		\$1,298.85
ESL Computer Lab Director	27%		\$1,298.85
ESL Tutor Coordinator*	60%		\$1,298.85
ESL Program Coordinators	Six (6) program coordinators will each be paid a single stipend of 3 hours per week at the Instructor's non-instructional hourly wage rate	Stipend varies in relation to individual non-instructional rates	4 hrs/wk for six (6) weeks @ Instructor's non-instructional hourly wage rate
	Two (2) program coordinators, responsible for two (2) separate programs, will each be paid a single stipend of 5 hours per week at the Instructor's non-instructional hourly wage rate	Stipend varies in relation to individual non-instructional rates	6 hrs/wk for six(6) weeks @ Instructor's non-instructional hourly wage rate
EOPS Director	100%		
Equivalency Committee Chairperson	20%		
Faculty Senate - Divide by Senate	1.4 FTE		\$2,237.25
Faculty Senate reassigned time appointed for the following positions: TERB Coordinator, Academic Technology Coordinator, Curriculum Co-Chair, Professional Development Coordinator, / NCHEA Rep, and Accreditation Self-study Co-Chair (two-year assignment every 6 years) ²	3.0 FTE (no position shall receive less than 20% reassigned time; reassigned time is a joint appointment between the Senate and the Superintendent/ President.)		\$1,242.92 ATG; \$1,242.92 PD
Accreditation Steering Committee	40% (available to Faculty Senate for re-direction when Co-Chair not assigned)		
World Language Computer Lab Director	33%		\$1,298.85
Learning Outcomes Steering Committee Extending the FTE increase from 1.0 to 1.2 for 2015-16 and 2016-17 only	1.2 FTE (divided as determined by the Faculty Senate)		
Liaison to ECE Lab School Extending the FTE increase from 20% to 60% for 2015-16 and 2016-17 only	60%		
Math Center Director*	60%		\$1,298.85
Assistant Math Center Director*	40%		
MUS 220 Applied Music	Either 20%, or stipend	\$2,060.60	
MUS 148 Palomar Chorale	Fall	\$565.49	
	Spring	\$570.31	
MUS 172 Repertory Jazz Ensemble	Fall	\$565.49	
	Spring	\$570.31	
MUS 151 Concert Band	Fall	\$565.49	
	Spring	\$570.31	

PFF/District Negotiations

September 28, 2016

District Response #4 to PFF Proposal #1

MUS 198 Palomar Symphony Orchestra (two stipends)	Fall	\$565.49
	Spring	\$570.31
MUS 184 Electronic Ensemble	Fall	\$565.49
	Spring	\$570.31
MUS 149 Spectrum Pop/Jazz Singers	Fall	\$565.49
	Spring	\$570.31

NCHEA Director (rotating two-year assignment every 6 years)	20% (available to Faculty Senate for re-direction when NCHEA directorship not assigned to Palomar)		
Planetarium Director and Assistant Director 2015-16 academic year - 20% additional release time granted for purposes of training the Asst. Director. After 2015-16, total of 60% release time to be split by Director and Asst. Director	60%		
Scenic Designer Scenic Designer	20% 20%		
Theatre Technical Director and Scenic Designer	20%		
Transfer Center Director	60% ³		
Sabbatical Leave Committee Chair		\$3,231.59	
Nursing Department Evening/Weekend Orientation/Mentoring ¹		\$2,773.20 per orientation/mentoring assignment per full-time faculty member	
Lead Instructors for Paramedic Training		\$1,109.28 for the full 10-month course	
Lead Instructors for Emergency Medical Technician Training		\$277.32 for the full course	
Dental Assisting Director EME Full-Time Faculty		\$103.00 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)	
STEM I Coordinator	60%		
STEM I Curriculum & Program Improvement (CPI) Coordinator	40%		
STEM I Supplemental Instruction Coordinator	40%		
STEM II Basic Skills Curriculum Coordinator	80%		
STEM II Outreach & Support Coordinator	60%		
STEM II Math Curriculum Specialist	40%		
STEM II Reading Curriculum Specialist	20%		
STEM II ESL Curriculum Specialist	20%		
STEM II English Curriculum Specialist	20%		
STEM II First Year Experience Coordinator (Ends 6/30/16)	60%		
STEM II Faculty Resource Coordinator (Ends 6/30/16)	40%		
NSF STEP Learning Assistant (LA) Coordinator	40%		
Women Studies Coordinator**	20%		

*Notes

PFF/District Negotiations

September 28, 2016

District Response #4 to PFF Proposal #1

1. One-time stipend for full-time day faculty for initial orientation and mentoring of evening/weekend faculty during each respective semester of the nursing education curriculum sequence (i.e. 1st semester day faculty orient/mentor 1st semester evening/weekend faculty)
2. The 0.4 FTE for Accreditation Self Study Co-Chair assignment available to Faculty Senate for re-direction when Accreditation Self-study Co-Chairship not in use.
3. The continuation of any/all grant and/or categorically funded assignments is dependent upon the funding of the grant and/or categorical program.
4. All full-time (permanent faculty assignments for District-approved grants will be compensated through reassigned time, a stipend, or a combination of reassigned time and a stipend.
5. Stipends will be paid at the rate of \$3,608.11 per 20% reassigned time for a faculty member who requests this option of compensation. Roles or activities requiring less than 20% reassigned time will be paid at the faculty member's non-instructional hourly rate.
6. In compliance with Article 4.1.12, a faculty member's work load (inclusive of teaching and grant activities) shall not exceed the equivalent of 140%.
7. For 2016-17 only, pilot adding one Assistant Chair Nursing Department with 20% release time to assist with BRN responsibilities. Department will re-evaluate summer 2017 to consider future need for release time or other solutions for fulfilling BRN requirements.

* The funds needed to increase the designated release time and/or create the designated position will be contingent on the Basic Skills Initiative (BSI) grant funds

NOTE: A position or extra duty listed here does not mean that in any year there will be such a position or duty

Extra Duty Sports	Stipend*	Reassigned Time (Hours)	%	Summer Stipend
Head Football Coach	\$6,635.02	10	50%	
Adjunct Head Football Coach	\$11,520.81			
Assistant Football Coach	\$4,976.26	8	40%	
Head Basketball Coach (M/W)	\$6,635.02	10	50%	
Adjunct Basketball Coach (M/W)	\$11,520.81			
Assistant Basketball Coach	\$4,976.26	8	40%	
Head Baseball Coach	\$5,820.72	10	50%	
Adjunct Head Baseball Coach	\$10,736.67			
Assistant Baseball Coach	\$4,312.76	8	40%	
Head Softball Coach	\$5,820.72	10	50%	
Adjunct Head Softball Coach	\$10,736.67			
Assistant Softball Coach	\$4,312.76	8	40%	
Head Wrestling Coach	\$5,820.72	10	50%	
Adjunct Head Wrestling Coach	\$10,736.67			
Assistant Wrestling Coach	\$4,312.76	8	40%	
Head Tennis Coach (M/W)	\$5,820.72	10	50%	
Adjunct Tennis Coach (M/W)	\$10,736.67			
Assistant Tennis Coach	\$4,312.76	8	40%	
Head Swimming Coach (M/W)	\$5,820.72	10	50%	
Adjunct Swimming Coach (M/W)	\$10,736.67			
Assistant Swimming Coach	\$4,312.76	8	40%	
Head Volleyball Coach (M/W)	\$4,192.12	10	50%	
Adjunct Volleyball Coach (M/W)	\$9,949.06			
Assistant Volleyball Coach	\$3,106.39	8	40%	
Head Cross Country Coach (M/W)	\$4,192.12	10	50%	
Adjunct Cross Country Coach (M/W)	\$9,949.06			

PFF/District Negotiations
September 28, 2016
District Response #4 to PFF Proposal #1

Assistant Cross Country Coach	\$3,106.39	8	40%	
Head Water Polo Coach (M/W)	\$4,192.12	10	50%	
Adjunct Water Polo Coach (M/W)	\$9,949.06			
Assistant Water Polo Coach	\$3,106.39	8	40%	
Head Golf Coach (M/W)	\$4,192.12	10	50%	
Adjunct Golf Coach (M/W)	\$9,949.06			
Assistant Golf Coach	\$3,106.39	8	40%	
Head Soccer Coach (M/W)	\$4,192.12	10	50%	
Adjunct Soccer Coach (M/W)	\$9,949.06			
Assistant Soccer Coach	\$3,106.39	8	40%	
Adjunct Track & Field Coach (M/W)	\$10,271.38	8	40%	
Head Cheer Coach	\$3,399.00			
Wellness/Fitness Center	n/a		25%	

* Stipends reflect a 3.0% increase for FY 2013-14

9/28/16
Jim Chaff
[Signature]

DISTRICT PROPOSAL #2 TO REVISE
APPENDIX H
PART-TIME FACULTY OFFICE HOURS
September 28, 2016

TA
TCL
[Signature]
9/28/16
CB

Part-Time Faculty
Voluntary Office Hours Verification

Semester (check one)

FALL ☐

SPRING ☐

Name: _____

Employee ID #: _____

List Courses

Course # (Example) Math60	Class # 71050	Units 4

Identify Office Hours per Semester

Date of Office Hour(s) MM/DD/YYYY	Time of Office Hour(s) 10:00 am – 10:30 am	Number of Office Hour(s) 30 minutes
*TOTAL OFFICE HOURS TO BE PAID:		

*See maximum number of hours per semester below

I certify that I have held office hours and met with students on the dates and times listed above.

Employee Signature _____

Date: _____

Chair/Director Signature _____

Date: _____

Dean's Signature _____

Date: _____

Submitting Guidelines/Deadlines

(Deadlines strictly adhered to)

The Following Deadlines posted at: <http://www2.palomar.edu/pages/hr/employees/personnel/ptfaculty/>

- 1) Submit to Department Office for Verification of Hours by: (Fall) and (Spring)
- 2) Department Office submit to Division Office for Dean's Signature by: (Fall) and (Spring)
- 3) Division Office submit to Payroll by: (Fall) and (Spring)
- 4) Contact Department or Division Office with questions

Instructors teaching at Education Centers can mail completed forms to their department office on the San Marcos campus via campus mail.

Faculty Contract 15.4.8 – Part-Time Faculty Office Hours

Commencing July 1, 2015, and for the academic year 2015-2016 only, instructional part-time faculty members will be compensated for office hours earned in Fall and Spring semester only, according to the following criteria:

- a) Three (3) office hours per semester for faculty members teaching three (3) or fewer credit units.
- b) Six (6) office hours per semester for faculty members teaching four to six (4-6) credit units.
- c) Nine (9) office hours per semester for faculty members teaching seven to nine (7-9) credit units.
- d) Office hours shall be compensated at forty-five dollars (\$45.00) per hour.
- e) Participating part-time faculty shall provide written certification of office hours served on the appropriate District form.
- f) Part-time faculty participation is voluntary.

Office hours shall be paid in the last paycheck for the semester in which the hours were earned.

Continuing for the academic year 2016-17 only, instructional part-time faculty members will be compensated for office hours earned in Fall and Spring semester only, according to the criteria outlined in 2015-16. In addition to that criteria, faculty members are encouraged to share their students' successes in a written report to the division dean and Vice President of Instruction by the date this form is due, according to posted deadlines.

2:10

Whole Article 2:17

6/13/2016

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DISTRICT PROPOSAL NO. 5

JUNE 1, 2016/JUNE 13, 2016

The District proposes to amend Appendices J regarding Retirement Health and Dental Plans as stated herein:

APPENDIX J – RETIREE BENEFITS SCHEDULE

RETIREMENT HEALTH AND DENTAL PLANS & PARTNER ELIGIBILITY

DOMESTIC PARTNER ELIGIBILITY

Who Is Eligible

All active subscribers, their spouses, their domestic partners (as defined in Appendix D and BP 7510-Domestic Partners) and their eligible dependent children from birth to age 26 are eligible.

RETIREMENT HEALTH AND DENTAL PLANS

GROUP I Full-time employees hired prior to March 1, 1994 working at least ten (10) months within a year who retire at age 55 or above (STRS participants) and who have been employed at Palomar College for twenty (20) or more consecutive years will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires for the life of the retiree. These benefits will be fully employer-paid.

At age 65, retirees and dependents eligible for Medicare benefits **must enroll** in Medicare A and B. **Note:** It is necessary to contact the Social Security Administration office three (3) months/ninety (90) days prior to the retiree's 65th birthday in order for benefits to begin the month the retiree turns age 65. Failure to enroll prior to the retiree's 65th birthday will result in the effective date of benefits being delayed. These rules also apply to the retiree's spouse.

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

Options:

Options may be exercised only during annual open enrollment periods and apply to medical health benefits only. Dental coverage remains in force as stated above.

At any time after retirement, the retiree may switch to one (1) of the following health plans. Once made, this decision is irrevocable.

1. If the retiree is eligible for Parts A and B of Medicare, the District will pay the premium cost of a Medicare-risk HMO (an HMO that has contracted with Medicare to provide medical care – Senior Advantage for Kaiser participants); or the District will provide payment for a reasonable Medicare Supplement, not to exceed fifty percent (50%) of the annual super composite rate of the District-sponsored self-funded plan premium.
2. If the retiree is not eligible for parts A and B of Medicare, the District will provide payment for health insurance, not to exceed fifty percent (50%) of the annual super composite rate of the District-sponsored self-funded plan premium.

GROUP II Full-time employees working at least 10 months within a year:

- a) Hired prior to March 1, 1994, who retire at age 55 or above (STRS participants) and have been employed at Palomar College for ten (10) consecutive years, but less than twenty (20) consecutive years; or
- b) Hired on or after March 1, 1994, who retire at age 55 or above (STRS participants) and who have been employed at Palomar College for ten (10) consecutive years or more, will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires until the retiree has reached the age of 65. These benefits will be fully employer-paid.

The spouse of the retiree at the time of retirement will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents until the retiree reaches age 65 or the death of the retiree, whichever occurs first. Eligible dependent children of the retiree at the time of retirement will be covered according to the terms of this Agreement until the retiree reaches age 65 or the death of the retiree, whichever occurs first.

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

NOTE: Benefits-eligible employees who work less than full time are eligible for District-paid health and dental benefits after working the equivalent to full time, ten (10) months (e.g., a 50% part-time employee would complete the full-time 10 months eligibility, described for Group I, in 40 years) as described for Groups I & II.

GROUP III Employees who terminate with less than ten (10) consecutive years of employment at Palomar College are not entitled to District-paid retirement

health benefits. However, under current legislation, they are entitled to purchase, at their own expense, health and dental insurance (at group rates plus a small administrative fee) for a specified period of time (see COBRA below).

Opt-Out Provision

~~Retirees with duplicate coverage from another non-District employer may choose to opt out of District health coverage, in exchange for which they will receive a stipend of \$2,400 annually. Retirees will be able to opt out only during the annual open enrollment period, and will not be allowed to opt in to District coverage 1) for a period of one year, or 2) unless a qualifying life event (i.e., marriage, divorce, birth/death of a dependent, loss of student status for dependent, and/or loss of coverage from the other source) takes place. Retirees who opt out shall be required to provide the District with proof of medical coverage from another source. Retirees who are covered under a District plan by a spouse or domestic partner will not be allowed to opt out.~~

COBRA

CONTINUATION HEALTH AND DENTAL BENEFIT COVERAGE

If group health benefits end due to a "qualifying event," an employee and/or covered dependents may elect to continue coverage at their own expense under the plan. A qualifying event is any of the following:

- 1) Retirement or termination of the employee's employment (other than for gross misconduct) or reduction of hours worked which renders the employee ineligible for coverage;
- 2) Death of employee;
- 3) Divorce or legal separation;
- 4) Spouse's and/or eligible dependent's loss of coverage due to the employee becoming eligible for Medicare;
- 5) Dependent child ceasing to qualify as a dependent under the plan.

The employee or a family member is responsible for informing Human Resource Services within sixty (60) days of a divorce, legal separation, or a child losing dependent status under one (1) of the group health insurance plans.

If continuation coverage is elected, monthly payments to Palomar College are required to cover the cost of the entire premium plus a two percent (2%) administrative cost. If elected, the continued coverage will end on the earliest of the following:

- a) Eighteen (18) months after the date of employment termination (other than for reasons of gross misconduct) or reduction of hours worked which renders the employee ineligible for coverage;
- b) Thirty-six (36) months after the date of any other qualifying event;
- c) The date the employer ceases to provide any group health plan to any employee;

- d) The date the employer fails to receive any required premium payment when due;
The date the employee or dependent becomes a covered employee under any other group health plan or eligible for Medicare;
- e) The date a divorced or widowed spouse remarries and becomes covered under another group health plan.

Dated: _____

By: _____

Mike Popielski
Interim Assistant Superintendent/ Vice
President Human Resource Services

Dated: _____

By: _____

Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

Dated: _____

By: _____

Teresa Laughlin
Lead Negotiator, PFF

Dated: _____

By: _____

Shannon Lienhart
Co-President, PFF

Dated: _____

By: _____

Colleen Bixler
Co-President, PFF

TA

8/1/2016

TRC

Alleen Biddle
Kannon Finhart

DISTRICT PROPOSAL NO. 4

JUNE 1, 2016/JUNE 13, 2016

The District proposes to amend Appendices K & L to change the title from Child Development Center (CHDEV) to Early Childhood Education Lab School (ECELS) and to amend Appendix L, Section 4.1 regarding Benefits for Early Childhood Education Lab School (ECELS) Teachers as follows:

APPENDIX L – EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS

1. INTRODUCTION

- 1.1 Palomar College academic employees employed to deliver early childhood education in the college's child development centers shall hereinafter be known as Child Development Center Early Childhood Education Lab School (CHDEV ECELS) Teachers, Master Teachers, Site Supervisors, and Center Coordinators (herein after known as "CHDEV ECELS Teachers" or "employees").
- 1.2 Articles 1-3, 5-7, 11, 13, 14, 16, 19, 21-23, 25, and 26 shall apply to all CHDEV ECELS Teachers; all other Articles do not apply to CHDEV ECELS Teachers.

2. WORKLOAD

- 2.1 The work year for full-time CHDEV ECELS Teachers shall be one of the following:
 - 2.1.1 12 month assignment consisting of a minimum of two hundred thirty-five (235) and no more than two hundred forty (240) work days per year.
 - 2.1.2 11 month assignment consisting of a minimum of two hundred and fifteen (215) days and a maximum of two hundred and twenty (220) work days per year.
 - 2.1.3 10 month assignments shall consist of a minimum of one hundred and ninety-five (195) days and a maximum of two hundred (200) work days per year.

3. EMPLOYMENT STATUS, WORKWEEK

- 3.1 CHDEV ECELS Teachers are exempt from the overtime provisions of

5. LEAVES

5.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable laws. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

5.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer may not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Coordinator of the ~~Child Development Center~~ ECELS, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate, and require compliance with leave forms as long as the District does not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as those procedures do not violate the provisions of this Article.

5.3 Sick Leave (Education Code §87781)

5.3.1 Each academic year, every ~~CHDEVE~~ ECELS Teacher employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every ~~CHDEVE~~ ECELS Teacher employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (10) days leave of absence for illness or injury. Every ~~CHDEVE~~ ECELS Teacher employed five (5) days a week by the District and twelve (11) months per year (full-time) shall be entitled to twelve (12) days leave of absence for illness or injury. The entitlement to ten (10), eleven (11), or twelve (12) days, respectively, shall be considered as fully accrued on the first day the ~~CHDEVE~~ ECELS Teacher is required to report for duty for the academic year. Whenever a full-time ~~CHDEVE~~ ECELS Teacher is absent during the regular school year due to illness or injury, the ~~CHDEVE~~ ECELS Teacher's accumulated sick

5.5 Pregnancy Disability Leave (Education Code §87766)

5.5.1 An CHDEVECELS Teacher may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the CHDEVECELS Teacher shall resume duties, shall be determined by the CHDEVECELS Teacher and the CHDEVECELS Teacher's physician.

5.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

5.5.3 This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

5.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

5.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787 and California State statutes regarding Industrial accident and Illness Leaves.

5.7 Personal Necessity Leave (Education Code §87784)

5.7.1 An CHDEVECELS Teacher may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year. For purposes of this provision, "personal necessity" is defined as:

5.7.1.1 Death or serious illness of a member of the employee's immediate family.

5.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

5.7.1.3 An emergency requiring prompt response, which response

law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

5.11 Family Care and Medical Leave

5.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.

regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002 (3)].

5.11.5.5 "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.

5.11.5.6 "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

5.11.5.7 "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

5.11.5.8 "Health care provider" means an individual:

- a) Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
- b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
- c) Who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

5.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

5.11.5.10 "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

5.11.7 Right to Family Care and Medical Leave

5.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.

5.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.

5.11.8 Requests for Family Care and Medical Leave

5.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.

5.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

5.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a

5.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

5.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

5.11.10 Right to Reinstatement

5.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

5.11.11 Intermittent or Reduced Schedule Leave

5.11.11.1 Leave taken because of the serious health condition of self, spouse, child, or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement of a child with the employee, shall not be taken intermittently or on a

- 5.11.12.3 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work

5.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

- 5.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 5.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.
- 5.11.13.3 The employee may also elect, or the District may require the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.
- 5.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

by making monthly payments to the District for the amount of the relevant premium.

5.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

5.12 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

5.13 Catastrophic Leave

5.13.1 General Provisions

5.13.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time GHDEVECELS teachers as authorized by Section 87045 of the California Education Code.

5.13.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

5.13.1.3 The CLB is intended to provide an extended period of time off work for either an GHDEVECELS Teacher who has suffered an incapacitating illness or injury, or an GHDEVECELS Teacher to care for an incapacitated member of the GHDEVECELS Teacher's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family

are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the GHDEVECELS Teacher up to his/her base salary to the extent possible.

5.13.1.4 A sick leave day donated by a full-time GHDEVECELS Teacher is equivalent to eight (8) hours. Sick leave is donated by part-time GHDEVECELS Teacher in hours.

5.13.2 Donations

5.13.2.1 Full-time GHDEVECELS Teachers may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time GHDEVECELS Teachers may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time GHDEVECELS Teacher's accrued sick leave balance does not fall below thirty (30) days.

5.13.2.2 Part-time GHDEVECELS Teachers may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time GHDEVECELS Teacher's accrued sick leave balance does not fall below ninety (90) hours.

5.13.2.3 Donations of sick leave shall be voluntary.

5.13.2.4 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.

5.13.2.5 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

5.13.2.6 GHDEVECELS Teachers may donate sick leave to the CLB at any time.

5.13.2.7 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be

5.13.3.8 A full-time GHDEVECELS Teacher shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time GHDEVECELS Teacher shall not draw more than their assigned hours during each week of catastrophic illness or injury.

5.13.3.9 Withdrawals from the CLB shall be terminated whenever:

- The GHDEVECELS Teacher is able to return to work or the immediate family member no longer needs home care to be provided by the GHDEVECELS Teacher
- The current semester ends
- The GHDEVECELS Teacher receives a monthly disability income from another source
- The GHDEVECELS Teacher's employment with the District is terminated
- The CLB runs out of donated sick days/hours.

5.13.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the GHDEVECELS Teacher may submit a new application.

5.13.4 Withdrawal Procedure

5.13.4.1 GHDEVECELS Teachers may withdraw sick leave from the CLB when all of the following requirements are met:

- A physician certifies that the applicant or immediate family member is disabled by illness or injury
- If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her GHDEVECELS Teacher assignment
- If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.

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Teacher's behalf.

15.16 Breaks

15.16.1 One paid fifteen-minute break is allowed for each four-hour work period. Two daily break periods may not be combined nor missed and then added to the lunch period unless prior approval from the Site supervisor and/or Coordinator has been obtained.

15.16.2 An unpaid lunch break of either 30 or 60 minutes must be taken by an employee who works more than six (6) hours per day. The Site Supervisor and/or Coordinator will schedule lunch breaks.

15.17 State Teachers' Retirement System ("STRS")

15.17.1 All regular full-time ~~GHDEVE~~ECELS Teachers will participate in STRS. The amount of deductions from the employees' monthly paycheck are regulated by STRS. The ~~Center~~ECELS is required to contribute to each employees retirement account. The District also regulates this deduction.

16. ~~CHILD DEVELOPMENT CENTER TEACHER'S~~EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS CODE OF CONDUCT and TERMINATION POLICIES

~~Center~~ECELS certificated employees may be terminated from the ~~Center~~ECELS and the District per Education Code Sections 87732 and 87740.

16.1.1 ~~Child Development Center~~ECELS Employee's ~~Teachers~~ Code of Conduct

- a. Each employee is required to perform all listed duties and responsibilities contained in applicable Board policies, the applicable job description and applicable law.
- b. Each employee shall follow all lawful directives from the Site Supervisor or ~~Center~~ECELS Coordinator, the Dean, the Superintendent/President or designee, and the Board. Each employee is required to follow all such directives unless they necessarily place the employee, another employee or a student in an unsafe or dangerous condition; or they necessarily require the violation of applicable law.

Each employee shall adhere to relevant working conditions, the employee's assignment, including any rules or regulations regarding discipline, established by a collective bargaining agreement, the Board, the

- h. Each employee shall report any unsafe condition or illegal activity to the employee's immediate supervisor as soon as possible after discovering the unsafe condition or illegal activity. The District does not tolerate the observance of illegal activity without reporting it as soon as possible to a representative of the District.
- i. No employee shall receive or accept any commission, expense-paid trips, or anything of value from individuals or companies selling equipment or materials to the District.
- j. The District requires each employee to adhere to the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164-11174.3). Each employee who has knowledge of or observes a child in the employee's professional capacity or within the scope of employment when the employee knows or reasonably suspects that a child has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone. Additionally, the employee is required to notify the site supervisor and/or the ~~Center~~ ECELS Coordinator each time an incident is reported to the child protective agency. Each employee then shall prepare and send a written report to the child protective agency within 36 hours of receiving the information concerning the incident.
- k. No employee shall inflict, or cause to be inflicted, corporal punishment upon a student. The term "corporal punishment" means the same as it is defined by Education Code Section 49001. Each employee is required to adhere to Education Code Section 49000 and 49001, which prohibit corporal punishment.
- l. No employee shall release confidential information involving another employee or a student to a parent or any other member of the public unless expressly authorized by applicable law, the Superintendent/ President or designee, or the Board. Each employee is

budget constraints

- 17.1.1 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.2 ~~CHDEVECELS~~ Teacher and administrative evaluators shall notify the evaluatee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.
- 17.1.3 Every evaluatee shall receive a signed copy of his/her evaluation.
- 17.1.4 A "business day" shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.
- 17.1.5 All final evaluation reports that rate a ~~CHDEVECELS~~ Teacher's overall performance shall use the terms High Professional Performance, Standard Professional Performance, ~~Substandard Performance~~ Needs Improvement and Unsatisfactory.
- 17.1.6 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- 17.1.7 ~~CHDEVECELS~~ Teacher review shall be the primary feature of the evaluation process.
- 17.1.8 ~~Either the Dean or first level administrator or Vice President or Vice President in charge of the evaluatee's discipline~~ ECELS may submit comments and/or recommendations to the evaluator(s). Such comments and/or recommendations shall become an official part of the evaluation record.
- 17.1.9 Final evaluation reports for all ~~CHDEVECELS~~ Teachers (regardless of status) shall be filed in the evaluatee's official personnel file in Human Resources. However, an evaluation document will not be entered or filed in an ~~CHDEVECELS~~ Teacher's personnel file until the ~~CHDEVECELS~~ Teacher is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) business days for review and comment. An ~~CHDEVECELS~~ Teacher will have the right to enter comments and have them attached to any such evaluation document.; Substantial departures from the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found to

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(10) business days of appointment of the GHDEVECELS Teacher assigned to the probationary GHDEVECELS Teacher EC. The challenge must be in

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receives all of the following:

17.4.1 Permanent (regular) CHDEVCELS Teachers will be evaluated at least once in every three (3) academic years.

them with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee's discipline.

17.4.7 A permanent ~~CHDEVECELS~~ Teacher who receives an overall ~~substandard~~ Needs Improvement or Unsatisfactory rating shall be evaluated in each subsequent semester and shall commence a program of improvement (not to exceed two (2) years) under the direction of the PRC and the TERB. When a Standard Professional Performance rating (or higher) is earned, the ~~CHDEVECELS~~ Teacher/Coordinator shall return to the three-year (3-year) evaluation cycle. If, after two (2) years in the program of improvement, a rating of Standard Professional Performance (or higher) is not earned, the appropriate Vice President for the evaluatee's discipline may, in consultation with the TERB, recommend a continued program of improvement or refer the matter to the Superintendent/President.

17.4.8 The Governing Board makes the final decision on the continuing employment for all permanent ~~CHDEVECELS~~ Teachers subject to the review procedure in state law.

~~17.4.9 In order to comply with State contracts, annual evaluations will be conducted during each year of service using the short form found in Appendix K. The evaluator will be the ECELS Coordinator of the Child Development Center or designee.~~

17.5 Promotions

17.5.1 When a new position is established or an existing position becomes vacant, current permanent employees will be given first consideration.

17.5.2 In order to be eligible for consideration for promotion, an employee must meet all minimum qualifications established for the position and must apply in writing within the time allowed to Human Resource Services.

17.5.3 Management retains the right to make all hiring decisions as well as determining if a position vacancy shall be advertised publicly.

18. COMPENSATION

18.1 Salary Schedule Credit

18.2.4.2 In the event that the projected apportionment or the funding of the apportionment falls below \$88,806,902 in the year covered by this agreement, the parties agree to reopen negotiations.

18.2.5 Step Moves

GHDEVECELS Teachers shall advance according to the salary schedule found at the end of this appendix.

18.2.6 Matrix Moves

All GHDEVECELS Teachers shall receive step and column increases on their respective salary schedules.

18.2.7 Established Salary Schedules

GHDEVECELS Teachers: Salary Schedule (for permanent and hourly Teachers):

See current Salary Matrix at the end of this Appendix.

18.3 Extra Duty Time Off

18.3.1 Extra Duty is defined to include any time worked with children in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.

18.3.2 An GHDEVECELS Teacher may request extra duty time off for extra duty work. The ECELS Coordinator of the Child Development Center or the Dean must approve extra duty time off.

18.3.3 A Teacher may accrue no more than 240 hours of extra duty time.

19. PAYROLL

19.1 Time Cards

19.1.1 Exempt Regular Full-Time and Part-Time GHDEVECELS Teachers are paid a monthly salary (or pro-rata portion thereof) and do not fill out a time card.

19.1.2 An Child Development Center ECELS Record of Absences is sent from the Payroll Department with the employee's paycheck. The employee is to fill out this record and turn it in to their immediate supervisor (Site Supervisors or the Center ECELS Coordinator sign records for Master

21.3 Appropriate activities for professional development are indicated in the Child Development Permit Professional Growth Manual created by the Commission on Teacher Credentialing (www.ctc.ca.gov).

21.4 If an GHDEVECELS Teacher does not successfully complete the activities from her/his Professional Development Contract by June 30, the ECELS Coordinator of the ~~Child Development Center~~ and/or the Child Development Department Liaison will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the GHDEVECELS Teacher's last paycheck for the year be reduced by an amount (in gross salary) proportionate to the activities not completed.

21.4.1 All GHDEVECELS Teachers must maintain their permit which requires 105 hours of professional growth in a five-year (5-year) renewal period in accordance with the Commission on Teacher Credentialing.

22. WORKING CONDITIONS

22.1 Reimbursement for Personal Property

The District shall reimburse a GHDEVECELS Teacher/Coordinator for any verified loss, damage, or destruction of a GHDEVECELS Teacher's personal property suffered through no fault of the District while the GHDEVECELS Teacher was acting within the scope and course of employment. Reimbursement shall be subject to the following conditions:

22.1.1 The value of the personal property is more than fifty dollars (\$50) and the GHDEVECELS Teacher/Coordinator took reasonable precautionary steps to protect the personal property. The maximum reimbursement for the loss, damage or destruction of any item used without prior approval is seven hundred fifty dollars (\$750).

22.1.2 Reimbursement for any vehicle is strictly limited to actual use during the GHDEVECELS Teacher/Coordinator's scope and course of employment and not while the vehicle is simply parked at a facility of the District.

22.1.3 The total reimbursement to all GHDEVECELS Teachers in the bargaining unit for all verified loss, damage, or destruction of personal property in any fiscal year (July 1 through June 30) shall be strictly limited to twenty-five thousand dollars (\$25,000).

22.1.4 A written request for reimbursement must be filed by the GHDEVECELS Teacher with the District Business Office no later than thirty (30)

economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

23. MILEAGE AND PARKING REIMBURSEMENT

The District shall reimburse an CHDEVECELS Teacher for mileage and parking fees only when the CHDEVECELS Teacher must use his/her personal vehicle while acting within the scope and course of employment and prior approval was granted by the first-level administrator. Reimbursement shall be subject to the following conditions:

23.1 Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as reimbursable expense.

23.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.

23.3 In no case shall reimbursement be granted for mileage between the CHDEVECELS Teacher's residence and the District work locations of the CHDEVECELS Teacher. Mileage reimbursement shall be made for trips within a single day between two (2) or more work sites of Palomar College when such travel is due to a split CHDEVECELS Teacher assignment. First-level administrator must approve all mileage reimbursement requests.

23.4 When more than one (1) CHDEVECELS Teacher must travel while acting within the scope and course of employment in performance of assigned duties, the minimum number of vehicles consistent with safety and economy must be used, and only the CHDEVECELS Teacher (s) who must use a personal vehicle shall receive reimbursement.

24. REMOVAL OF DISTRICT EQUIPMENT

An CHDEVECELS Teacher may remove District-owned equipment from the premises of the District or the location where the equipment normally is used by the District only when such equipment is necessary in the performance of assigned duties and when there is the prior written approval from the Dean or first-level educational administrator to whom the CHDEVECELS Teacher reports. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the CHDEVECELS Teacher will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

24.1 CHDEVECELS Teacher Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all CHDEVECELS Teachers at no charge on a

come/first- served basis and without any designated parking spots or areas. The Federation agrees that the District is not liable for vehicles owned or operated by CHDEVECELS Teachers parked at District facilities, and the District is not liable for any personal property of CHDEVECELS Teachers in vehicles owned or operated by them.

24.2 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, CHDEVECELS Teachers shall not use District facilities, grounds, equipment, supplies, utilities, or vehicles for any personal profit-making or personal entrepreneurial purpose without the prior express written permission of the Assistant Superintendent/Vice President for Human Resource Services.

24.3 Office Space

The District shall provide full-time CHDEVECELS Teachers with a lockable office, or a shared workroom, or classroom space equipped with a telephone, access to a shared computer, lockable files, desk and/or work table, chairs, bookshelves, and email/internet access. The office/classroom space shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety.

24.4 Monitoring of Work Spaces and Communications

24.4.1 The District shall not monitor electronic transmissions for their content (e.g. view, confiscate, or copy any electronic file) unless required to do so under court order, legally enforceable subpoena, or other requirement of state or federal law. The District may monitor use patterns and costs in a bona fide criminal investigation.

24.4.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all CHDEVECELS Teacher(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall include recording, photographing, observing and/or listening.

24.4.3 Neither this Section nor the associated procedures for its implementation shall be construed in any way to restrict Constitutional guarantees of free expression and the exchange of ideas.

District Response to PFF Proposal #2

Appendix L

8/1/2016

~~Lead Negotiator, PFF~~

Dated: _____

By: _____

~~Shannon Lienhart~~
~~Co-President, PFF~~

Dated: _____

By: _____

~~Colleen Bixler~~
~~Co-President, PFF~~

2. WORKLOAD

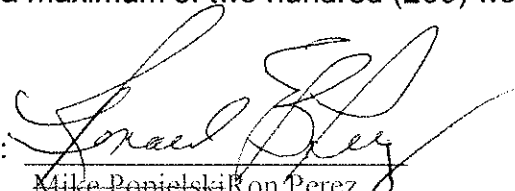
2.1 The work year for full-time ~~CH~~DEVECELS Teachers shall be one of the following:

2.1.1 12 month assignment consisting of a minimum of two hundred thirty-five (235) days at 40 hours per week totaling 1,880 hours per fiscal year and no more than two hundred forty (240) work days per year.


2.1.2 11 month assignment consisting of a minimum of two hundred and fifteen (215) days at 40 hours per week totaling 1,720 hours per fiscal year and a maximum of two hundred and twenty (220) work days per year.

2.1.3 10 month assignments shall consist of a minimum of one hundred and ninety-five (195) days at 40 hours per week totaling 1,560 hours per fiscal year and a maximum of two hundred (200) work days per year.

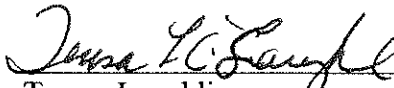
Dated: 11/9/16

By: 
Mike Popielski Ron Perez
Interim Assistant Superintendent/ Vice
President Human Resource-
Finance & Administrative Services

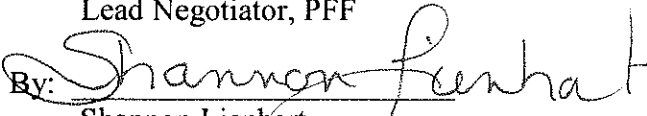
Dated: 11/9/2016

By: 
Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

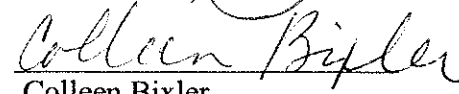
Dated: 11/9/16

By: 
Teresa Laughlin
Lead Negotiator, PFF

Dated: 11/9/16

By: 
Shannon Lienhart
Co-President, PFF

Dated: 11/9/16

By: 
Colleen Bixler
Co-President, PFF

Bill Kuepper
for update

TA
11/16/16
RCL
CB

DISTRICT PROPOSAL NO. 3456

~~JUNE 1, 2016~~ JUNE 13, 2016 ~~October 31, 2016~~ November 9 16, 2016

The District proposes to amend Article 4.1.4 regarding Workload & Calendar as stated therein:

ARTICLE 4 - WORKLOAD & CALENDAR

4.1 General Information

4.1.1 For CalSTRS calculations purposes, the The work year for full-time ten-month faculty members shall be one hundred seventy-five (175) work days 1,290 base hours worked for any academic year (two (2) semesters). For full-time ten-month faculty, the base hours are calculated as follows: 15 days at 8 hours/day equals 1,2 base hours plus 7 days of Professional Development at 6 hours/day equals 42 hours for a total of 1,29 base hours in 16 days. For CalSTRS calculations purposes, the The work year for full-time eleven-month faculty members assigned to the positions of Assistant Professor, Fire Technology/Fire Academy Program Director and Assistant Professor, Director Emergency Medical Education shall be one hundred ninety-three (193) work days 1,434 base hours worked for any academic fiscal year (July 1 – June 30). two (2) semesters). For eleven-month full-time faculty, the base hours are calculated as follows: days at 8 hours/day equals 1,3 plus 7 days of Professional Development at 6 hours/day equals 42 hours for a total of 1, base hours in 1 days.

4.1.1

4.1.2 For CalSTRS calculations purposes, the The work year for full-time eleven-month counselors shall be one hundred seventy-five (175) days 1,490 base hours for any within the academic contract year (two (2) semesters)(August 1 – June 30). plus inclusive of eighteen (18) contract work days at 8 hours/ per day to be scheduled in consultation between the counselor and the Dean, plus 7 days of Professional Development at 6 hours/day equals 42 hours for a total of 1, base hours in 1 days.

4.1.3 All Counseling Department counselors, DRC counselors, and EOPS counselors receive their annual salary in

twelve (12) equal monthly payments.

- 4.1.4 A Calendar Committee shall be established consisting of three (3) members appointed by the Federation and three (3) members appointed by the District. The Committee shall develop a draft academic calendar for negotiation by the District and the Federation. ~~Calendar negotiations shall commence no later than January 31st, seventeen (17) months prior to the academic year of implementation.~~

The Calendar Committee shall set the ~~start date for each Spring semester Tuesday~~ following the Martin Luther King holiday ~~as the start date for each spring semester~~. The spring break shall be the ninth week of the spring semester

4.1.4.1 Compressed Calendar

~~The District and PFF have moved to a Compressed Calendar model effective the 2016-2017 fiscal year calendar and thereafter.~~

~~4.1.4.2 The Compressed Calendar is comprised of two, 16-week primary terms for Fall and Spring semesters. A separately scheduled "Final Exam Week" is eliminated and classes meet as usual during the 16th week, with each faculty member identifying the day of the final exam/activity during the scheduled class time.~~

~~4.1.4.3 Professional Development ("PD") hour obligation for each full-time faculty member is reduced from 72 hours (12 days) to 42 hours (7 days) to be completed during the 175-day academic year. as the Compressed Calendar requests adjusted class scheduling blocks to maximize classroom teaching time, thus reducing the required PD hours.~~

~~4.1.4.4 The week of Thanksgiving will be a Non-instructional week (no classes are scheduled to meet).~~

~~4.1.4.5 The parties have a MOU covering the 2017-2018 and 2018-2019 fiscal year calendars. Commencing with the 2019-2020 fiscal year calendar, the Calendar Committee will move to an extended two-year plus planning cycle. For each fiscal year commencing July 1, 2019, the Calendar Committee will create~~

a two-year out calendar twenty-nine (29) months prior to July 1st of the second fiscal year calendar, and reaffirm or modify the next fiscal year's calendar seventeen (17) months prior to July 1st of the first fiscal year calendar.

- 4.1.5 ~~Full-time faculty members are employed for forty (40) hours per week, both on and off campus. However, full-time Child Development Center~~ ECELS teachers are required to perform assigned duties for forty (40) hours per week at the assigned work site.

A tenured (regular) or a probationary (contract) faculty member working under an individual reduced contract with the District shall have a work week prorated on the basis of full-time equivalency.

The regular work week consists of work performed Monday through Friday. Assignments after 6:00 p.m. shall be equitably distributed among the faculty members in a given discipline. For specialized programs meeting on weekends, the faculty member shall have no less fewer than two (2) consecutive duty-free days each week (e.g., Sunday-Monday or Thursday-Friday), and those days shall remain constant for the duration of the weekend assignment. A faculty member may request an exception to this provision. The request shall be made in writing, and a copy shall be delivered to the Federation within two (2) working days following its delivery to the District.

- 4.1.6 Unless otherwise specified in the Article, ~~the full-time Standard Workload of classroom faculty members shall include fifteen (15) lecture hours per week and fifteen (15) hours of preparation. Lecture/lab courses shall be loaded as currently done in each discipline at the time of ratification of this Agreement.~~ Fullfull-time instructors are employed for a basic work week- of Instructional Hours equivalent to 15 (catalog) hours as taught during a traditional 18-week semester; office hours, unscheduled preparation hours, and other related duties as defined in the job description. Catalog Hours refers to the accurate representation of the instructional time required for any combination of lecture/lab

coursework (lecture hours per week + lab hours per week) as expressed in the Course Outline of Record. Please refer to Appendix B for Workload Schedule. Each faculty member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities. - time instructors are employed for a basic work week of forty (40) hours to be comprised of lecture hours or their equivalent equivalent to 15 Carnegie Units, office hours, unscheduled preparation hours, and other related duties as defined in the job description. Each faculty member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities. The office hours shall be held at a time convenient for the majority of students in the faculty member's classes.

The term "Lecture Hours" means instructor-student contact hours in which the instructor gives a lecture or other presentation, which was previously prepared, to an established class of students where the students are required to complete substantial work prior to and/or after such presentation.

The term "Laboratory Hours" means instructor-student contact hours in which the instructor normally supervises student activities in a laboratory environment and also provides individual and/or group instruction.

A full-time faculty member may have less than a full-time load for the fall or spring semesters as long as the combined total for the two (2) semesters will result in a normal load within that academic year (July 1 - June 30). Due to the great variety of disciplines, subjects and instructional methodologies, some faculty workloads differ from the Standard Workload established by this Section. These non-standard workloads are specified in Appendix B.

- 4.1.7 Three (3) or fewer subject preparations shall be the standard for faculty members. If necessary to reach a full load, a faculty member may be required to have four (4) subject preparations. The Tenure and Evaluation Committee shall give serious consideration to the demands imposed by multiple preparations upon the performance of a probationary faculty member having four (4) preparations.
- 4.1.8 Full-time faculty members who teach both lecture hours and laboratory hours in a given semester shall have those assignments apportioned to equal, if arithmetically possible, the Standard Workload or its equivalent. If such equality is arithmetically impossible, the resulting workload shall be as close to the Standard Workload as is possible.
- 4.1.9 Instructors in work-experience courses shall comply with all provisions of the California Education Code and Title 5 §58051. The student/instructor ratio in the work-experience program shall not exceed 125 students per full-time equivalent academic coordinator. Workload for work-experience courses shall be proportionate to the number of students enrolled.
- 4.1.10 A part-time faculty member's assignment may include day, evening and/or weekend work, and work at more than one (1) location. The assignment is determined by the Dean, or first-level educational administrator to whom the faculty member reports, in consultation with the Department Chair and with reasonable input by the faculty member. There shall be no rule or arbitrary practice that prevents any part-time faculty hired pursuant to Ed Code 87482.5 from receiving up to sixty- seven percent (67%) in any one semester. In no instance will a part- time faculty member be permitted to exceed a load of 67% in a single semester.
- 4.1.10.1 Professional ancillary activities: Professional ancillary activities (Education Code 87482.5(c)(1)) which shall not to be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a

full-time assignment shall mean: any and all paid or unpaid duties performed for the District outside the required, compensated service related to course instruction or duties of part-time librarians and counselors.

4.1.10.1.1 The District does not authorize paid tutoring services to be performed by part-time faculty members. Should voluntary tutoring take place, it shall not be used for purposes of calculating eligibility for contract or regular status.

4.1.10.1.2 All professional ancillary activities as defined in article 4.1.9.1 and its subdivisions shall not be used or included in calculating eligibility for contract or regular status.

4.1.10.1.3 Compensated reassigned time received by part-time academic employees as part of the District and PFF Agreement shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a full-time assignment.

4.1.10.1.4 In coordination with full-time faculty (in the discipline, the Department Chair, or Curriculum Faculty Co-Chair), preparation or revision of curriculum materials by part-time faculty members is compensable at their non-instructional hourly rate, and is a professional ancillary activity as defined by Article 4.1.10.1. Preparation or revision of curriculum materials by part time faculty members is compensable at their non-instructional hourly rate, and is a professional ancillary activity as defined by Article 4.1.10.1.

As a professional ancillary activity, time spent in curriculum development or revision shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered the maximum workload assignment for a part-time faculty. In addition, the parties reaffirm that curriculum development is exclusively a faculty matter.

Part-time faculty members participating in curriculum development shall, upon District request, complete a waiver which indicates their understanding that hours spent and compensated doing such curriculum development is excluded from the calculation of 67% per week hours as described above.

Curriculum development or revision by a part-time faculty member will be compensated using the following guidelines:

- Hourly pay will be at their non-instructional hourly rate.
- Dean and Department Chair will agree on the number of hours per course that will be compensated. Total number of hours per week employed by the District may not exceed twenty-eight (28) which is still considered part-time employment.

4.1.11 Classes taught during intersession, spring break and summer shall not count against the sixty-seven percent (67%) part-time faculty load. Community Service seminars and workshops and Worksite Education courses (which can be credit, noncredit or not-for-credit) shall not be used to determine the load status for part-time faculty.

4.1.12 A full-time faculty member may teach overload Instructional

Hours equivalent to six (catalog) hours as taught during a traditional 18-week semester. A full-time faculty member may work up to six (6) Lecture Hours (or equivalent) forty percent (40%) of overload per semester. Exceptions to this limit shall require the prior written approval of the Superintendent/President. All assigned overload must be approved by the Dean, or first-level educational administrator to whom the faculty member reports. Assignments during any intersession or summer session shall not count against the maximum allowable overload. Probationary or tenured faculty members working under an individual contract requiring less than full-time service shall not be given hourly assignments in addition to their contract assignments. Exceptions for special circumstances must be approved by the appropriate Assistant Superintendent/Vice President in consultation with the Federation and appropriate Dean.

4.1.124.1.13 ~~Effective July 1, 2013, and in~~ compliance with Education Code section 22138.5, the minimum standard for full time in community colleges shall be as specified in section 22138.5(c)(1) and (4), as may be amended. For all instructors employed on a part-time basis, the minimum standard shall be as set forth in section 22138.5(c)(5), ~~as may be amended~~ 525 instructional hours, plus Plus, for Academic Year 2016-17 only an additional ~~two (2)~~ three (3) paid office hours annually each Fall or Spring term for instructors teaching three (3) or fewer credit units; ~~four (4)~~ six (6) paid office hours annually each Fall or Spring term for instructors teaching four (4) to six (6) credit units; and ~~six (6)~~ nine (9) paid office hours annually each Fall or Spring term for instructors teaching seven (7) to nine (9) credit units. See Appendix H for the specific reporting requirements.

4.1.134.1.14

4.1.144.1.15 Faculty members who, in response to a District request to perform services during the summer or other non-contracted time, such as participation in hiring committees, shall be compensated at their pro-rata rate.

4.1.154.1.16 All full-time faculty members are expected to

participate in commencement exercises at the conclusion of each academic year.

~~4.1.15.14.1.16.1~~ All faculty who teach during any intersession and summer session will be limited to 28 instructional hours per week. Exceptions to this limit shall require the prior written approval of the Dean and Assistant Superintendent/Vice President for Instruction.

4.2 Counselors

4.2.1. Full-time faculty members who provide counseling services shall have the following workload:

25 hours scheduled direct student contact activities and five (5) office hours to meet with students and others in the scope and course of employment, for a total of a 30 hour load. Each counselor shall also have five (5) professional responsibilitiespreparation hours per week and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities.

The 25 hours of direct student contact activities shall comprise student education planning, academic, career, or personal counseling, follow-up services, online counseling, special projects, activities, and/or workshops related to students, as coordinated with the department chair and dean.

30 hours	Scheduled counseling and related duties
5 hours	Institutional responsibilities
5 hours	Professional preparation
40 hours	Total

The thirty (30) hours of counseling and related duties, as coordinated with the Department Chair, shall comprise twenty-five (25) hours of scheduled counseling activities and/or department meetings and five (5) office hoursappointments, follow-up services, online counseling,

~~phone contacts, email, special projects, or counselors as coordinated with the Department Chair and Dean.~~

~~4.2.2. A full-time counselor may teach one instructional course equivalent to three (catalog) hours as taught during a traditional 18-week semester. Counselors who teach one course shall have their 30 hour load (defined as 25 direct student contact hours and five (5) professional preparation hours) reduced by 20% for a total of six (6) hours reduced, whereby 20% of direct student contact hours is five (5) hours, and 20% of professional preparation is one (1) hour.~~

~~A full-time counselor may teach at least one (1) three unit course as part of his/her regular load. regular full load as defined as 30 hours per week. A faculty member who teaches a counseling course as part of the regular workload shall have the hours of scheduled counseling activities reduced by the number of lecture hours taught plus an equal number of hours for preparation and evaluation. A three-hour (3-hour) lecture course shall constitute twenty percent (20%) of a full load. Counselors who teach a course will have their regular full load reduced by the prorated percentage. For example, a three-hour (3-hour) unit lecture course shall constitute twenty percent (20%) of a full load.~~

~~4.2.2.4.2.3. With the approval of the department chair and division dean, a counselor may teach two instructional courses equivalent to six (catalog) hours as taught during a traditional 18-week semester. Counselors who teach two courses shall have their 30 hour load (defined as 25 direct student contact hours and 5 professional preparation hours) reduced by 40% for a total of 12 hours reduced, whereby 40% of direct student contact hours is ten (10) hours, and 40% of professional preparation is two (2) hours.~~

~~With the approval of the Department Chair and Division Dean, a counselor may teach a maximum of two (2) courses per semester as part of his/her regular load. regular full load. Counselors in the Disability Resource Center (DRC) shall obtain approval of the Department Director and Division Dean.~~

~~4.2.3.4.2.4. A Provided the overall scheduling needs of the District Department Chair and Dean are maintained, a full-time counselor may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling process and with approval of the~~

Department Chair and Division Dean.

4.3 Disability Resource Center (DRC)

4.3.1. Disability Resource Center Instructors

- 4.3.1.1. Except as modified below, a DRC instructor/specialist whose primary assignment is instruction shall have the same workload as full-time faculty members in the academic departments and therefore are employed for a basic work week of Instructional Hours equivalent to 15 (catalog) hours as taught during a traditional 18-week semester; office hours, unscheduled preparation hours, and other related duties as defined in the job description. Each faculty member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities.

Regular

~~15 hours Scheduled class~~

~~time 15 hours Prep time~~

~~30 hours Scheduled class
time and prep~~

~~5 hours Office~~

~~5 hours Institutional~~

~~responsibilities 40 hours Total~~

15 hours Lecture Hours/

Scheduled class time

15 hours Prep time

30 hours scheduled Lecture hours and
preparation

5 hours Office

5 hours Institutional responsibilities

~~40 hours Total~~

With Labs

~~DRC instructors/specialists who also work in open labs are employed for a basic work week of (a) Scheduled Lecture Class Time equivalent to 12 (catalog) hours as taught during a traditional 18-week semester; and up to 6 hours of open lab time; office hours, unscheduled preparation hours, and other related duties as defined in the job description. Each DRC member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities.~~

~~12 hours Scheduled lecture class time 6-
hours Scheduled lab time~~

~~12 hours Prep time~~

~~30 hours Scheduled lecture class time,~~

~~Scheduled lab time, and~~

~~Prep time~~

~~5 hours Office~~

~~5 hours Institutional~~

~~responsibilities 40 hours Total~~

~~12 hours Lecture Hours/~~

~~Scheduled Class Time~~

~~6 hours Scheduled lab time~~

~~12 hours Prep time~~

~~5 hours Office~~

~~5 hours Institutional~~

~~responsibilities 40 hours Total~~

~~If that instruction includes a lab course, two (2) lab classes shall be equivalent to one (1) lecture class. One (1) hour of preparation time shall be allotted for each hour of lecture classes.~~

4.3.2. Disability Resource Center Consultation and Assessment

- 4.3.2.1. A DRC instructor/specialist who provides disability-specific consultation and assessment shall have the same workload as general counselors.

30 hours Scheduled
consultation/assessment and
related duties
5 hours Institutional
responsibilities 5 hours
Professional
preparation
40 hours Total

- 4.3.2.2. If a DRC instructor/specialist provides both class instruction and disability-specific assessment, Instructional Hours equivalent to 3 (catalog) hours as taught during a traditional 18-week semester shall be equivalent to 6 hours of assessment.

~~If a DRC instructor/specialist provides both class instruction and disability-specific consultation and assessment, one (1) regular lecture class shall be equivalent to six (6) hours of consultation and assessment.~~ DRC Counselors who teach a course will have their regular full load reduced by the prorated percentage. For example, a three unit lecture course shall constitute twenty percent (20%) of a full load as defined as thirty (30) hours per week.

For example:

12 hours Lecture Hours ~~Scheduled class time~~
12 hours ~~Prep time~~
6 hours ~~Scheduled-~~
consultation/assessment and
related duties
5 hours ~~Office~~
5 hours ~~Institutional~~

responsibilities 40 hours — Total

4.3.3. Provided the overall scheduling needs of the District Department Chair and Dean are maintained, a DRC instructor/specialist may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling process and with approval of the Department Chair and Division Dean.

~~4.3.3.4.3.4. .~~

4.4 Librarians

4.4.1 Full-time faculty members who provide library services shall have the following workload:

30 hours	Assigned library-related duties
5 hours	Institutional responsibilities
<u>5 hours</u>	<u>Professional preparation</u>
40 hours	Total

4.4.1. To the extent that classes are available, a full-time librarian may teach at least one instructional course equivalent to three (catalog) hours as taught during a traditional 18-week semester. Librarians who teach one such course shall have their 30 hour assigned library-related duties load reduced by 20% for a total of 6 hours reduced.

~~To the extent that classes are available, a full-time librarian may teach at least one (1) course as part of his/her regular load as defined as thirty (30) hours per week. Faculty members who teach a course will have their regular full load reduced by the prorated percentage. For example, a three-hour (3-hour) unit lecture course shall constitute twenty percent (20%) of a full load. A faculty member who teaches a course as part of the regular workload shall have the hours of assigned library-related activities reduced by the number of lecture hours taught plus an equal number of hours for preparation and evaluation.~~

~~4.4.2 —~~

~~4.4.3~~ 4.4.2 With approval of the department faculty or first-level

educational administrator to whom the faculty member reports, a librarian may teach more than one (1) course per semester as part of his/her regular load.

4.4.44.4.3 Provided the overall scheduling needs of the DistrictDepartment Chair and Dean are maintained, a full-time librarian may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling and with approval of the Department Chair and Division Dean.

Whole Article

2-20

DISTRICT COUNTER-PROPOSAL NO. 1

to
Article 6.16

PFF Proposal 1
Article 6 – Union Rights

JUNE 13, 2016

RLC

6/13/16

2:12

Bill Shaef 6/13/2016

ARTICLE 6 - UNION RIGHTS

- 6.1 The District in the fall and spring semester of each academic year shall give the Federation a list of the names, work locations, departments, home addresses, home telephone numbers, salary schedule placement, activity status (e.g., active, sabbatical ...), and percent of assignment for all full-time faculty members. Within the first week of each month of the calendar year, the District shall provide the Federation with the same information for all part-time faculty members currently teaching. Home address and telephone number will be omitted for those faculty members who request that their home addresses and home telephone numbers not be disclosed.
- 6.2 The District shall notify the Federation within thirty (30) days of the ratification of initial employment of any new faculty member and shall give the Federation the information for such new faculty member as provided in Section 6.1 of this Article.
- 6.3 Each new faculty hire, both full-time and part-time, shall receive a letter (Sample letter in Appendix C) from the District advising them of the statutory agency fee requirement and the resulting agency fee payroll deduction.
- 6.4 The District agrees to provide information to the Federation that is relevant to negotiations, grievance processing, and/or Federation business related to administration of this Agreement. Requests relevant to formal negotiations shall be made to the designated chief negotiator for the District. All other requests shall be made to the Assistant Superintendent/Vice President for Human Resource Services or designee. Requests shall be in writing and for specific information. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability).
- 6.5 The District agrees to provide to the Federation, upon written request, public budget information and related public documents and information, including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges.
- 6.6 The District shall provide one (1) copy of the book of Board Policies and one (1) copy of the book of Administrative Regulations to the Federation upon request. The District shall provide copies of any changes, additions, alterations or deletions to these books as they are implemented.

- 6.7 The District will provide the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "package" at the same time as these materials are furnished to the Board.
- 6.8 Each faculty member, at their request, shall be provided, at no cost, one (1) copy of the Agreement. The Federation and the District will share the cost of this distribution. The District shall place the Agreement, including the table of contents and index, on its website. The District website shall include a feature permitting searches of the Agreement using key words.
- 6.9 The Federation shall have access to employee mail boxes consistent with applicable law. The District will provide an internet web page link on the Palomar College web page, to be listed under "Faculty Links".
- 6.10 The District shall provide the Federation with a locked mailbox designated for the use of the PFF/AFT.
- 6.11 The Federation shall have the right to put notices of all activities and matters of Federation concern on bulletin boards used for notices to the faculty. All such notices shall include the name of the Federation and date. The District shall provide reasonable bulletin board space on the San Marcos Campus and at satellite locations. The Federation shall be responsible for the content of all its information posted on bulletin boards.
- 6.12 The Federation shall have the reasonable use of District facilities at reasonable times. The Federation shall have the reasonable use of District equipment for the purpose of administering this Agreement. Advanced arrangements for such use shall be made with the Assistant Superintendent/Vice President for Human Resource Services or designee. The Federation will supply materials or pay the cost of materials. There shall be no disruption of District operations.
- 6.13 Authorized Federation representatives conducting Federation business may meet with faculty members on District property only during times when the participating faculty members are not required to perform assigned duties. Casual, incidental and brief conversations between faculty members during times when they are required to perform duties are not prohibited by this provision.
- 6.14 The District shall provide an office on campus for the Federation's use in carrying out its responsibilities as the exclusive bargaining agent for the faculty.
- 6.15 The Federation shall designate the faculty representative(s) to serve on any committee or council that may be established in the District that relates to matters within the scope of bargaining. The Federation shall have the right to representation on District committees and councils that are responsible for subjects that may impact the collective bargaining relationship between the parties. The Federation shall have the sole responsibility for appointing PFF/AFT representatives to such committees and councils. Committees and councils currently established, subject to this provision, include (but are not necessarily limited to) the following (and their successors):

- Safety and Security Committee
- Benefits Committee
- Strategic Planning Council
- Budget Committee
- Facilities and Educational Master Plan Committee
- EEO Advisory Committee
- Governmental Affairs Committee

- 6.16 The District shall provide two (2.0) FTE per calendar year of reassigned time without loss of compensation for PFF/AFT representatives for the purpose of representation in matters involving the processing of grievances, and contract administration and enforcement. ~~By no later than thirty (30) calendar days following the signing of this Agreement, the Federation will designate in writing, to the Assistant Superintendent/Vice President for Human Resource Services, the members who will be reassigned. Thereafter, the Federation will designate in writing at the beginning of each semester the members who will be reassigned. This compensation will be paid with, a stipend and/or reassigned time, at discretion of the PFF. Each twenty percent (.2) of FTE will be compensated with a stipend using Academic Overload: Non-Instructional Assignments Salary Schedule at grade C, step twenty (20) times fifty four (54) hours per semester. The PFF will designate in writing to the Assistant Superintendent/Vice President, Human Resource Services, at the beginning of each semester the members who will be reassigned and/or compensated with a stipend.~~
- 6.17 In accordance with Education Code Section 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.
- 6.17.1 The Federation, upon the District's request, shall reimburse the District all compensation paid the employee on account of any leave described in 6.17. Except in emergency situations or when waived by management, a request for such leave shall be provided to the District's Human Resources Office at least 30 calendar days in advance.
- 6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4.1.9.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.
- 6.19 Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant reassigned time without loss of compensation where substitutes are required (or the equivalent in

compensation for part-time faculty members serving, when they are not in paid status, up to one hundred twenty-five (125) hours per fiscal year) to no more than four (4) official negotiators of the Federation for meeting and negotiating with District negotiators.

Dated: _____

By: _____

Mike Popielski
Interim Assistant Superintendent/ Vice
President Human Resource Services

Dated: _____

By: _____

Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

Dated: _____

By: _____

Teresa Laughlin
Lead Negotiator, PFF

Dated: _____

By: _____

Shannon Lienhart
Co-President, PFF

Dated: _____

By: _____

Colleen Bixler
Co-President, PFF

Rail
7/13/2016

TA

7/18/2016

TLCL

SL 7/18/16

CB 7-18-16

7/18/2016

ARTICLE 8 - COURSE MAXIMUMS

8.1 Maximum Class Size

8.1.1 The maximum class size for each course shall be the smaller of the maximum capacity of the classroom (or other facility) or the enrollment cap established in the Master Course List (published on the Palomar College Instructional website at <http://www.palomar.edu/Instruction/>), which is incorporated herein by reference as though fully set forth in this Article of the Agreement. A copy of the Master Course List shall be retained in each academic department and shall be available to all faculty members.

8.1.2 All new courses or revisions to the Master Course List, must be submitted to the PFF's and/or District's lead negotiator by the first Monday of November of each Academic year. Any changes to the course maximums will then be negotiated.

8.1.3 Commencing January 1, 2016 the online course maximums will equal the in-person course maximums specified in Article 8.1.1.

8.1.4 The District shall update the Master Course List annually.

8.1.5 Class enrollments in a particular facility shall not exceed the maximum occupancy established by state or local fire codes.

8.1.6 Faculty members may accept additional students (beyond the established maximum) by issuing enrollment permission codes or "add" slips. Faculty members shall not be coerced, pressured or induced to accept students beyond the established maximum enrollment.

8.2 Minimum Class Size

The minimum class size for all course sections shall be twenty (20) students. Any course section with an enrollment of fewer than 10 students 2 weeks prior to the first day of class, or an enrollment of fewer than 20 students one week before the first day of class, may be cancelled. However, classes with smaller enrollments may be offered for any of the following reasons:

8.2.1 There is only one (1) section of the course offered during the academic year and the course is required for transfer, an associate of arts degree or a certificate.

8.2.2

The smaller enrollment is required by law or the accrediting organization for that program.

8.2.3 Traditionally, the class has been combined with other related courses and the combined enrollment meets or exceeds twenty (20) students.

- 8.2.4 The course is experimental or is being offered for the first time.
- 8.2.5 The available facilities cannot reasonably accommodate twenty (20) students.
- 8.2.6 The cost for offering the class is covered by contract or other non-public funds.
- 8.2.7 The Vice President for Instruction finds that special circumstances warrant an enrollment below twenty (20) students.

Dated: _____

By: _____
Mike Popielski
Interim Assistant Superintendent/ Vice
President Human Resource Services

Dated: _____

By: _____
Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

Dated: _____

By: _____
Teresa Laughlin
Lead Negotiator, PFF

Dated: _____

By: _____
Shannon Lienhart
Co-President, PFF

Dated: _____

By: _____
Colleen Bixler
Co-President, PFF

ARTICLE 9 - LEAVES

1:35
TA
Lyle
5/4/2016

9.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable statutes/regulations. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code or other applicable statutes/regulations, only the minimum leave requirements are granted.

9.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer will not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Dean or other management employee directly responsible for the employee, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate and require compliance with leave forms as long as they do not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as they do not violate the provisions of this Article.

9.3 Sick Leave (Education Code §87781)

9.3.1 Each academic year, every faculty member employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every faculty member employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (11) days leave of absence for illness or injury. The entitlement to ten (10) or eleven (11) days, respectively, shall be considered as fully accrued on the first day the faculty member is required to report for duty for the academic year.

Whenever a full-time faculty member is absent during the regular school year due to illness or injury, the faculty member's accumulated sick leave shall be charged a proportional amount of sick leave depending on the faculty member's teaching load on the day of the reported absence. In the event an absence continues past the fourth consecutive assigned teaching day, sick leave shall be charged, from that point forward, for five days each week of that absence, excluding District holidays.

9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional amount of leave of absence for illness or injury. Pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served that day. Part-time (adjunct) faculty members shall be credited 0.056 hours of sick leave for each hour of service scheduled. Effective with new tenure track appointments beginning July 1, 2015, Palomar College part-time faculty who become contract faculty shall have their Palomar College part-time accrued sick leave balance converted to full-time sick leave on the effective date of the first contract. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

9.3.4 Part-Time/Overload Faculty Sick Leave

9.3.4.1 Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty who teach during the regular academic year and during the summer session. Sick leave is accrued after each payroll period at the rate of .056 hours for each hour paid and is tracked in two separate accounts, one for the regular academic year and one for summer. The respective sick leave balance is printed on employees' pay warrants (academic year or summer) each month. Upon retirement of full-time faculty, overload sick leave will be converted to full-time sick leave up to the maximum full-time sick leave days allowable by STRS. Conversion shall be made on the basis of 6 overload sick leave hours = 1 full-time sick leave day. Any remaining overload sick leave shall not be reported to CalSTRS as excess sick leave, and shall be available for, and can only be used by, retired Palomar College faculty teaching part-time assignments at Palomar College. The parties agree there shall be no additional cost to the District as a result of this subsection. In the event full-time faculty use up their full-time leave, they will be able to access their part-time sick leave. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.4 Extended Sick Leave (Education Code §87786) – Fifty Percent (50%) Rule

9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a

period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

- 9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.

9.5 Pregnancy Disability Leave (Education Code §87766)

- 9.5.1 A faculty member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member's physician.
- 9.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.
- 9.5.3 This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.
- 9.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

9.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787.

- 9.6.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.

- 9.6.2 Allowable leave shall not be accumulative from year to year.
 - 9.6.3 Industrial accident or illness leave will commence on the first day of absence.
 - 9.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.
 - 9.6.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
 - 9.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - 9.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
 - 9.6.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 9.7 Personal Necessity Leave (Education Code §87784)
- 9.7.1 An academic employee may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year.

For purposes of this provision, "personal necessity" is defined as:
 - 9.7.1.1 Death or serious illness of a member of the employee's immediate family.
 - 9.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - 9.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.

9.7.1.4 Observance of a religious holiday.

9.7.1.5 Matters of compelling personal importance or personal business as defined below.

9.7.1.5.1 The term "personal business" includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.

9.7.1.5.2 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management employee directly responsible for the faculty member. The faculty member must state the specific reason for the personal business leave.

9.7.2 Probationary and tenured faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator, without loss of pay, for a period of not more than two (2) hours, not to exceed four (4) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance. Part-time faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator without loss of pay, for a period of not more than two (2) hours, not to exceed two (2) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance.

9.8 Labor Code §233 Leave

9.8.1 Pursuant to Labor Code §233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

9.9 Bereavement Leave (Education Code §87788).

9.9.1 Each academic employee is entitled to a leave of absence, not to exceed five (5) days on account of death of any member of any employee's immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from other leaves.

9.9.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

9.10 Jury Duty Leave (Education Code §87035)

9.10.1 Each academic employee with assigned load shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

9.11 Family Care and Medical Leave

9.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.

9.11.2 Generally, family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:

- a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
- b) To care for the employee's spouse, child or parent with a serious health condition; or
- c) If an employee has a serious health condition that makes the employee unable to perform his or her job.
- d) However, the District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave and California Family Rights Act Leave (hereinafter collectively referred to as "Family Care and Medical Leave").

9.11.3 Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees are entitled to a disability leave in addition to a family care and medical leave.

- 9.11.4 If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

9.11.5 Definitions

- 9.11.5.1 "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
- 9.11.5.2 "Child" means 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 eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
- 9.11.5.3 "Differential Pay Sick Leave" means the right to receive fifty percent (50%) of regular salary in accordance with the provision on extended partial paid sick leave.
- 9.11.5.4 "Employee Benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002 (3)].
- 9.11.5.5 "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
- 9.11.5.6 "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- 9.11.5.7 "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
- 9.11.5.8 "Health care provider" means an individual:
- a) Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
 - b) Duly licensed as a physician, surgeon, or osteopathic

physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

- c) Who has been determined by the United States Secretary of Labor to be capable of providing healthcare services under the Family and Medical Leave Act of 1993.

9.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

9.11.5.10 "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

9.11.5.11 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.

9.11.5.12 "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.

9.11.5.13 "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or
- b) Continuing treatment or continuing supervision by a health care provider.

9.11.5.14 "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.

9.11.5.15 "Spouse" is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.5.16 The term "domestic partner" for the purposes of this Article is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.6 Eligibility for Family Care and Medical Leave

9.11.6.1 Employees are required to have completed more than twelve (12) months of continuous service with the District to be eligible for family care and medical leave. Continuous

service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

9.11.7 Right to Family Care and Medical Leave

- 9.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.
- 9.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.
- 9.11.7.3 The District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave.

9.11.8 Requests for Family Care and Medical Leave

- 9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.
- 9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 9.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human

Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the healthcare provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

9.11.9 Certification of Serious Health Condition from Health Care Provider

9.11.9.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.

The certification shall include:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.

9.11.9.2 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

9.11.9.3 If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.

9.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion

shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

- 9.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

9.11.10 Right to Reinstatement

- 9.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

9.11.11 Intermittent or Reduced Schedule Leave

- 9.11.11.1 Leave taken because of the serious health condition of the employee or the employee's spouse, child or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 9.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

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9.11.12 Additional Terms of Family Care and Medical Leave

- 9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is generally unpaid leave. However, the District requires the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition concurrently for any part of the twelve-week (12-week) period.
- 9.11.12.2 The employee is required to use sick leave concurrently with Family Care and Medical Leave. The accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the District shall require the employee to use any available differential pay sick leave during the period of the family care and medical leave.
- 9.11.12.3 Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
- 9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
- 9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid

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personal leave granted by the District for any reason other than family care and medical necessity.

- 9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.
- 9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- 9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

9.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

- 9.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 9.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee

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shall use any available differential pay sick leave.

- 9.11.13.3 The District requires the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Pursuant to Education Code §87784.5 employees are entitled to utilize up to thirty (30) days of accrued and unused paid sick leave, less any paid leaves previously used by the employee for personal necessity (Section 9.7), Labor Code 233 Leave (Section 9.8) or Bereavement Leave (Section 9.9) in either of the following circumstances:
- A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
 - A non-biological parent using leave pursuant to this section within the first year of legally adopting a child.
- 9.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.
- 9.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.
- 9.11.13.6 In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the

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District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

9.11.14 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

- 9.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.
- 9.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.
- 9.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.
- 9.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

9.12 Sabbatical Leave (Education Code §87767-87775)

- 9.12.1. All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee, must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing

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Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.

- 9.12.2. To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.
- 9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:
- a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).
 - b) Seniority (one (1) point per year of service in the Palomar Community College District).
 - c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

Priority shall be established in the order of points awarded, with the eligible staff member with the highest number of points receiving the highest priority.

Priority ranking will not be carried over for those who reapply the following year.

- 9.12.4. A sabbatical leave, to be approved, must be substantially related to the faculty member's present assignment or future assignment with

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the District and is strictly limited to one or more of the following purposes:

- a) Formal lower division, upper division, and/or graduate work at an accredited institution of higher learning substantially related to the faculty member's field(s) of study.
- b) Independent study involving substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- c) Creative work resulting in an original written contribution substantially related to the faculty member's field(s) of study.
- d) Travel incorporating substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- e) Temporary research or work in private business/industry or government substantially related to the faculty member's field(s) of study.

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- 9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half ($\frac{1}{2}$) pay or for one (1) semester at full pay. The amount of the one-half ($\frac{1}{2}$) pay or full pay shall be determined by the faculty member's regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.
- 9.12.6 While on an approved sabbatical leave, the faculty member is required to devote the same amount of time to fulfill the professional responsibilities of the sabbatical leave as the faculty member's current service with the District. During the sabbatical leave, the faculty member shall be temporarily released from all assignments with the District and shall not perform any other assignment with the District unless such other assignment was included in the sabbatical leave request and is specifically approved as part of the faculty member's sabbatical leave.
- 9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.
- 9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a

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permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) of their number to serve as the faculty co-chair of the committee.

- a) One (1) senator selected by the Faculty Senate
- b) Assistant Superintendent/Vice President for Instruction, Co-Chair
- c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
- d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
- e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
- f) One (1) faculty member from each "instructional division" selected by the Faculty Senate and approved by the Federation

9.12.9 The Sabbatical Leave Committee will review all applications made available to it. All meetings of the Sabbatical Leave Committee are open meetings. The Sabbatical Leave Committee will review the applications to determine whether they should be recommended, first through a process where consensus is attempted, and then through a majority vote of the Sabbatical Leave Committee if a consensus is not possible. This work by the Sabbatical Leave Committee must be completed by March 1. The decision on whether to recommend a sabbatical leave will be based solely on the quality of the application. The committee may request the applicant to make minor modifications before the committee makes the final recommendation.

9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a

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negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.

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- 9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.
- 9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.
- 9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.
- 9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty

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member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.

9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.

9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.

9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

9.13 Special Paid or Unpaid Leave

9.13.1 Exchange Program

9.13.1.1 A regular faculty member may make written application to the Superintendent/President to participate in a qualified exchange program, as provided in §87422-87424 of Education Code of the State of California. The application may be in the form of a letter or memorandum and shall state:

- The nature of the exchange position to be assumed

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by the applicant

- The nature of the cooperating exchange institution that would receive the applicant
- The advantages to be accrued to the District and to the applicant
- The beginning and ending dates for the exchange

- The name and address of the cooperating exchange institution that will enter into an exchange agreement with the District
- The name of a contact person at the cooperating exchange institution

9.13.1.2 If the request for an exchange is not granted, the Superintendent/President or designee, within one (1) week, will inform the faculty member in writing of the reasons for the denial. If granted by the District, the leave will be contingent upon the execution of an agreement between the District and the exchange institution conforming to the requirements of §87422, §87423 and §87424 of the Education Code of the State of California.

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year's service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all

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paychecks.

9.14 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

9.15 Load Banking

9.15.1 General Information

9.15.1.1 "Load banking" means the accumulation of current overload assignments for future redemption as load bank leave, or if such leave is not taken or granted, as deferred salary as provided in this section.

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- 9.15.1.2 "Load bank leave" means a semester during which the faculty member will have his/her regular assignment reduced, without loss of his/her regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.
- 9.15.1.3 "Deferred salary" means any compensation earned but not paid or banked.
- 9.15.1.4 Tenured, full-time faculty members may bank overload assignments for later redemption as load bank leave. Each year, eligible faculty members may bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load.
- 9.15.1.5 If previously load-banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.
- 9.15.1.6 Tenured full-time faculty may teach additional classes as an overload each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload.
- 9.15.1.7 No more than the equivalent of one (1) semester's full-time load may be accumulated. If a faculty member accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.
- 9.15.1.8 An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.
- 9.15.1.9 Faculty members may not bank overload assignments in categorically funded programs.
- 9.15.1.10 Faculty on load bank leave or any other leave may not

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bank hours during the leave.

- 9.15.1.11 Load bank leave may be taken in increments ranging from one (1) class to one (1) semester.
- 9.15.1.12 Load bank leave may be used for professional or personal reasons.
- 9.15.1.13 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provided in this section.
- 9.15.1.14 When overload assignments are banked for leave purposes, they shall be recorded as a percentage of a Faculty Member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.)
- 9.15.1.15 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library service is equivalent to twenty percent [20%] of a full load.
- 9.15.1.16 If Faculty Members complete overload assignments in disciplines other than their primary assignment, they may bank those overload assignments as provided in paragraphs one and two, above, and as provided in this article.
- 9.15.1.17 When Faculty Members have banked the equivalent of one hundred percent (100%) of a semester's full load they shall be eligible for a full semester of Load Bank Leave under the terms of this article.

9.15.2 Load Banking Procedure

- 9.15.2.1 Documented service to the District beyond regular

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teaching, counseling or library service is required to participate in load banking. To be eligible for load bank leave, a faculty member must have earned at least seven (7) service points, or a proportionate percentage thereof for a partial leave, within the three (3) years prior to taking load bank leave.

- 9.15.2.2 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be granted by the Superintendent/President at the faculty member's request for compelling reasons. The three- year (3-year) period shall be extended automatically for any period during which:
- a) The District does not approve a specific leave request during the three-year (3-year) period; or
 - b) The faculty member delays the leave at the request of the District.
- 9.15.2.3 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.2.4 A faculty member on load bank leave must complete the terms of the Professional Development contract established for that academic year.
- 9.15.2.5 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.
- 9.15.2.6 The Dean shall, subject to the provisions of section 9.15.2.7, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

Faculty on Load Bank

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<u>FTE Faculty</u>	<u>Allowable FTEF on Leave per Semester</u>
1-9.9	1.0
10 – 19.9	2.0
20 +	3.0

- 9.15.2.7 If the Dean and appropriate Assistant Superintendent/Vice President certify that the department/program will be jeopardized by the absence of the faculty member, the Dean and appropriate Assistant Superintendent/Vice President may deny a request for load bank leave. If the leave is denied, documentation of the specific reasons for denial of the leave must be provided in writing to the faculty member requesting the leave. If a leave is not granted it may be rescheduled to another semester. The decision to reschedule the banked load will be mutually agreed upon by the faculty member, the Dean, and the appropriate Assistant Superintendent/Vice President. The leave must be rescheduled to be taken by the end of the following academic year.
- 9.15.2.8 Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

9.15.3 Banking Service

- 9.15.3.1 A tenured faculty member wishing to bank an overload assignment must complete the load bank application and have it approved by the Dean prior to commencing the banked assignment.
- 9.15.3.2 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.

9.15.4 Load Bank Leave

- 9.15.4.1 The number of hours percent of load to replace the assigned contract load must be accumulated before the faculty member can redeem them as a full or partial load

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bank leave. Tentative approval will be given based upon anticipated completion of the banked assignment.

Documentation of at least seven (7) service points, or a proportional percentage thereof for a partial leave, must be provided by the faculty member before the leave can be approved. Tentative approval will be given based upon anticipated completion of earned service points.

9.15.4.2 Six (6) months notice must be given prior to taking load bank leave. Less than six (6) months notice may be given only if there are special circumstances and if approved by the Dean and appropriate Assistant Superintendent/Vice President. Prior to a load bank leave:

- a) The faculty member must complete a Request to Use Banked Leave and identify the semester during which the load bank leave will occur and the portion of that semester (e.g., 50% or 100% of a full load) that the faculty member will be on load bank leave; and
- b) The request must be approved by the Dean and the appropriate Assistant Superintendent/Vice President.

9.15.4.3 A faculty member may withdraw load-banked funds only during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.4.4 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those hours already accumulated as deferred salary.

9.15.4.5 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.

9.16 Catastrophic Leave

9.16.1 General Provisions

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- 9.16.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the *California Education Code*.
- 9.16.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- 9.16.1.3 The CLB is intended to provide an extended period of time off work for either a faculty member who has suffered an incapacitating illness or injury, or a faculty member to care for an incapacitated member of the faculty member's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
For faculty members who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the faculty member up to his/her base salary to the extent possible.
- 9.16.1.4 A sick leave day donated by a full-time faculty member is equivalent to eight (8) hours. Sick leave is donated by part-time faculty in hours.

9.16.2 Donations

- 9.16.2.1 Full-time faculty members may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time faculty members may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time faculty member's accrued sick leave balance does not fall below thirty (30) days.
- 9.16.2.2 Part-time librarians and counselors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least two hundred seventy (270) hours. They may donate a maximum of ninety (90) hours per

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academic year, so long as the donating part-time faculty member's accrued sick leave balance does not fall below one hundred eighty (180) hours.

9.16.2.3 Part-time instructors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time faculty member's accrued sick leave balance does not fall below ninety (90) hours.

9.16.2.4 Donations of sick leave shall be voluntary.

9.16.2.5 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.

9.16.2.6 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

9.16.2.7 Faculty members may donate sick leave to the CLB at any time.

9.16.2.8 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

9.16.3 Withdrawal Guidelines

9.16.3.1 CLB withdrawals shall be approved by the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) faculty members appointed by the Federation.

9.16.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability") as defined in Article 9.16.1.2.

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- 9.16.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.
- 9.16.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time faculty shall be in daily increments; withdrawals by part-time faculty shall be in hourly increments.
- 9.16.3.5 Faculty members currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.
- 9.16.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the faculty member up to his/her base salary.
- 9.16.3.7 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
- 9.16.3.8 A full-time faculty member shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time faculty shall not draw more than their assigned hours during each week of catastrophic illness or injury.
- 9.16.3.9 Withdrawals from the CLB shall be terminated whenever:
- The faculty member is able to return to work or the immediate family member no longer needs home care to be provided by the faculty member
 - The current semester ends
 - The faculty member receives a monthly disability income from another source
 - The faculty member's employment with the District is terminated

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- The CLB runs out of donated sick days/hours.

9.16.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the faculty member may submit a new application.

9.16.4 Withdrawal Procedure

9.16.4.1 Faculty members may withdraw sick leave from the CLB when all of the following requirements are met:

- A physician certifies that the applicant or immediate family member is disabled by illness or injury
- If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her faculty assignment
- If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.
- The physician certifies that the disability is expected to continue for more than thirty (30) days
- The faculty member (or his/her authorized agent) submits an application on the CLB Withdrawal Form
- The faculty member's application is approved by the Catastrophic Leave Bank Committee.

9.16.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

9.16.4.3 The certifying physician shall state the faculty member's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

9.16.5 Privacy Rights

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- 9.16.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.
- 9.16.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.

9.16.6 Agent for the Faculty Member

- 9.16.6.1 If the treating physician certifies that the faculty member's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member's behalf.

Whole Article
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DISTRICT PROPOSAL NO. 3

JUNE 1, 2016/JUNE 13, 2016

The District proposes to amend Article 9.5.3 regarding Pregnancy Disability Leave as stated therein:

ARTICLE 9 - LEAVES

- 9.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable statutes/regulations. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code or other applicable statutes/regulations, only the minimum leave requirements are granted.
- 9.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer will not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Dean or other management employee directly responsible for the employee, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate and require compliance with leave forms as long as they do not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as they do not violate the provisions of this Article.

9.3 Sick Leave (Education Code §87781)

- 9.3.1 Each academic year, every faculty member employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every faculty member employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (11) days leave of absence for illness or injury. The entitlement to ten (10) or eleven (11) days, respectively, shall be considered as fully accrued on the first day the faculty member is required to report for duty for the academic year.

Whenever a full-time faculty member is absent during the regular school year due to illness or injury, the faculty member's accumulated sick leave shall be charged a proportional amount of sick leave depending on the faculty member's teaching load on the day of the reported absence. In the

event an absence continues past the fourth consecutive assigned teaching day, sick leave shall be charged, from that point forward, for five days each week of that absence, excluding District holidays.

9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional amount of leave of absence for illness or injury. Pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served that day. Part-time (adjunct) faculty members shall be credited 0.056 hours of sick leave for each hour of service scheduled. Effective with new tenure track appointments beginning July 1, 2015, Palomar College part-time faculty who become contract faculty shall have their Palomar College part-time accrued sick leave balance converted to full-time sick leave on the effective date of the first contract. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

9.3.4 Part-Time/Overload Faculty Sick Leave

9.3.4.1 Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty who teach during the regular academic year and during the summer session. Sick leave is accrued after each payroll period at the rate of .056 hours for each hour paid and is tracked in two separate accounts, one for the regular academic year and one for summer. The respective sick leave balance is printed on employees' pay warrants (academic year or summer) each month. Upon retirement of full-time faculty, overload sick leave will be converted to full-time sick leave up to the maximum full-time sick leave days allowable by STRS. Conversion shall be made on the basis of 6 overload sick leave hours = 1 full-time sick leave day. Any remaining overload sick leave shall not be reported to CalSTRS as excess sick leave, and shall be available for, and can only be used by, retired Palomar College faculty teaching part-time assignments at Palomar College. The parties agree there shall be no additional cost to the District as a result of this subsection. In the event full-time faculty use up their full-time leave, they will be able to access their part-time sick leave. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.4 Extended Sick Leave (Education Code §87786) – Fifty Percent (50%) Rule

9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a

period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

- 9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.

9.5 Pregnancy Disability Leave (Education Code §87766)

- 9.5.1 A faculty member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member's physician.

- 9.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

- 9.5.3 This provision shall be construed as requiring the District to grant leave with pay (with pay or without pay, depending on employee's available accrued paid leave only) only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

- 9.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

9.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787.

- 9.6.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal

year for the same accident.

9.6.2 Allowable leave shall not be accumulative from year to year.

9.6.3 Industrial accident or illness leave will commence on the first day of absence.

9.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.

9.6.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

9.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

9.6.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

9.7 Personal Necessity Leave (Education Code §87784)

9.7.1 An academic employee may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year.

For purposes of this provision, "personal necessity" is defined as:

9.7.1.1 Death or serious illness of a member of the employee's immediate family.

9.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

9.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during

the employee's working hours.

9.7.1.4 Observance of a religious holiday.

9.7.1.5 Matters of compelling personal importance or personal business as defined below.

9.7.1.5.1 The term "personal business" includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.

9.7.1.5.2 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management employee directly responsible for the faculty member. The faculty member must state the specific reason for the personal business leave.

9.7.2 Probationary and tenured faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator, without loss of pay, for a period of not more than two (2) hours, not to exceed four (4) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance. Part-time faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator without loss of pay, for a period of not more than two (2) hours, not to exceed two (2) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance.

9.8 Labor Code §233 Leave

9.8.1 Pursuant to Labor Code §233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

9.9 Bereavement Leave (Education Code §87788).

9.9.1 Each academic employee is entitled to a leave of absence, not to exceed five (5) days on account of death of any member of any employee's immediate family. No deduction shall be made from the

salary of such employee, nor shall such leave be deducted from other leaves.

- 9.9.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

9.10 Jury Duty Leave (Education Code §87035)

- 9.10.1 Each academic employee with assigned load shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

9.11 Family Care and Medical Leave

- 9.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.
- 9.11.2 Generally, family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:
- a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
 - b) To care for the employee's spouse, child or parent with a serious health condition; or
 - c) If an employee has a serious health condition that makes the employee unable to perform his or her job.
 - d) However, the District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave and California Family Rights Act Leave (hereinafter collectively referred to as "Family Care and Medical Leave").

- 9.11.3 Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees are entitled to a

disability leave in addition to a family care and medical leave.

9.11.4 If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

9.11.5 Definitions

9.11.5.1 "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.

9.11.5.2 "Child" means 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 eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

9.11.5.3 "Differential Pay Sick Leave" means the right to receive fifty percent (50%) of regular salary in accordance with the provision on extended partial paid sick leave.

9.11.5.4 "Employee Benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002 (3)].

9.11.5.5 "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.

9.11.5.6 "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

9.11.5.7 "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

9.11.5.8 "Health care provider" means an individual:

- a) Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or

- b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
- c) Who has been determined by the United States Secretary of Labor to be capable of providing healthcare services under the Family and Medical Leave Act of 1993.

9.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

9.11.5.10 "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

9.11.5.11 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.

9.11.5.12 "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.

9.11.5.13 "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or
- b) Continuing treatment or continuing supervision by a health care provider.

9.11.5.14 "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.

9.11.5.15 "Spouse" is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.5.16 The term "domestic partner" for the purposes of this Article is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.6 Eligibility for Family Care and Medical Leave

9.11.6.1 Employees are required to have completed more than twelve

(12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

9.11.7 Right to Family Care and Medical Leave

- 9.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.
- 9.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.
- 9.11.7.3 The District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave.

9.11.8 Requests for Family Care and Medical Leave

- 9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.
- 9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 9.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the

employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the healthcare provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

9.11.9 Certification of Serious Health Condition from Health Care Provider

9.11.9.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.

The certification shall include:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.

9.11.9.2 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

9.11.9.3 If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.

9.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second

opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

- 9.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

9.11.10 Right to Reinstatement

- 9.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

9.11.11 Intermittent or Reduced Schedule Leave

- 9.11.11.1 Leave taken because of the serious health condition of the employee or the employee's spouse, child or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 9.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

9.11.12 Additional Terms of Family Care and Medical Leave

- 9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is generally unpaid leave. However, the District requires the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition concurrently for any part of the twelve-week (12-week) period.
- 9.11.12.2 The employee is required to use sick leave concurrently with Family Care and Medical Leave. The accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the District shall require the employee to use any available differential pay sick leave during the period of the family care and medical leave.
- 9.11.12.3 Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
- 9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
- 9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

- 9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.
- 9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- 9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

9.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

- 9.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 9.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.
- 9.11.13.3 The District requires the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Pursuant to Education Code §87784.5 employees are entitled to utilize up to thirty (30) days of accrued and unused paid sick leave, less any paid leaves previously used by the employee for personal necessity (Section 9.7), Labor Code 233 Leave (Section 9.8) or Bereavement Leave

(Section 9.9) in either of the following circumstances:

- A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
- A non-biological parent using leave pursuant to this section within the first year of legally adopting a child.

9.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

9.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

9.11.13.6 In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

9.11.14 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

9.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

9.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical

leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

9.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

9.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

9.12 Sabbatical Leave (Education Code §87767-87775)

9.12.1. All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee, must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.

9.12.2. To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.

9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given

to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:

- a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).
- b) Seniority (one (1) point per year of service in the Palomar Community College District).
- c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

Priority shall be established in the order of points awarded, with the eligible staff member with the highest number of points receiving the highest priority.

Priority ranking will not be carried over for those who reapply the following year.

9.12.4. A sabbatical leave, to be approved, must be substantially related to the faculty member's present assignment or future assignment with the District and is strictly limited to one or more of the following purposes:

- a) Formal lower division, upper division, and/or graduate work at an accredited institution of higher learning substantially related to the faculty member's field(s) of study.
- b) Independent study involving substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- c) Creative work resulting in an original written contribution substantially related to the faculty member's field(s) of study.
- d) Travel incorporating substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- e) Temporary research or work in private business/industry or government substantially related to the faculty member's field(s) of study.

- 9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half ($\frac{1}{2}$) pay or for one (1) semester at full pay. The amount of the one-half ($\frac{1}{2}$) pay or full pay shall be determined by the faculty member's regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.
- 9.12.6 While on an approved sabbatical leave, the faculty member is required to devote the same amount of time to fulfill the professional responsibilities of the sabbatical leave as the faculty member's current service with the District. During the sabbatical leave, the faculty member shall be temporarily released from all assignments with the District and shall not perform any other assignment with the District unless such other assignment was included in the sabbatical leave request and is specifically approved as part of the faculty member's sabbatical leave.
- 9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.
- 9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be

selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) of their number to serve as the faculty co-chair of the committee.

- a) One (1) senator selected by the Faculty Senate
- b) Assistant Superintendent/Vice President for Instruction, Co-Chair
- c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
- d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
- e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
- f) One (1) faculty member from each "instructional division" selected by the Faculty Senate and approved by the Federation

9.12.9 The Sabbatical Leave Committee will review all applications made available to it. All meetings of the Sabbatical Leave Committee are open meetings. The Sabbatical Leave Committee will review the applications to determine whether they should be recommended, first through a process where consensus is attempted, and then through a majority vote of the Sabbatical Leave Committee if a consensus is not possible. This work by the Sabbatical Leave Committee must be completed by March 1. The decision on whether to recommend a sabbatical leave will be based solely on the quality of the application. The committee may request the applicant to make minor modifications before the committee makes the final recommendation.

9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.

- 9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.
- 9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.
- 9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.
- 9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will

determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.

- 9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.
- 9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.
- 9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

9.13 Special Paid or Unpaid Leave

9.13.1 Exchange Program

9.13.1.1 A regular faculty member may make written application to the Superintendent/President to participate in a qualified exchange program, as provided in §87422-87424 of Education Code of the State of California. The application may be in the form of a letter or memorandum and shall state:

- The nature of the exchange position to be assumed by the applicant
- The nature of the cooperating exchange institution that would receive the applicant
- The advantages to be accrued to the District and to the applicant
- The beginning and ending dates for the exchange

- The name and address of the cooperating exchange institution that will enter into an exchange agreement with the District
- The name of a contact person at the cooperating exchange institution

9.13.1.2 If the request for an exchange is not granted, the Superintendent/President or designee, within one (1) week, will inform the faculty member in writing of the reasons for the denial. If granted by the District, the leave will be contingent upon the execution of an agreement between the District and the exchange institution conforming to the requirements of §87422, §87423 and §87424 of the Education Code of the State of California.

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year's service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all paychecks.

9.14 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

9.15 Load Banking

9.15.1 General Information

9.15.1.1 "Load banking" means the accumulation of current overload assignments for future redemption as load bank leave, or if such leave is not taken or granted, as deferred salary as provided in this section.

- 9.15.1.2 "Load bank leave" means a semester during which the faculty member will have his/her regular assignment reduced, without loss of his/her regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.
- 9.15.1.3 "Deferred salary" means any compensation earned but not paid or banked.
- 9.15.1.4 Tenured, full-time faculty members may bank overload assignments for later redemption as load bank leave. Each year, eligible faculty members may bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load.
- 9.15.1.5 If previously load-banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.
- 9.15.1.6 Tenured full-time faculty may teach additional classes as an overload each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload.
- 9.15.1.7 No more than the equivalent of one (1) semester's full-time load may be accumulated. If a faculty member accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.
- 9.15.1.8 An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.
- 9.15.1.9 Faculty members may not bank overload assignments in categorically funded programs.
- 9.15.1.10 Faculty on load bank leave or any other leave may not bank hours during the leave.
- 9.15.1.11 Load bank leave may be taken in increments ranging from one (1) class to one (1) semester.

- 9.15.1.12 Load bank leave may be used for professional or personal reasons.
- 9.15.1.13 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provided in this section.
- 9.15.1.14 When overload assignments are banked for leave purposes, they shall be recorded as a percentage of a Faculty Member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.)
- 9.15.1.15 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library service is equivalent to twenty percent [20%] of a full load.
- 9.15.1.16 If Faculty Members complete overload assignments in disciplines other than their primary assignment, they may bank those overload assignments as provided in paragraphs one and two, above, and as provided in this article.
- 9.15.1.17 When Faculty Members have banked the equivalent of one hundred percent (100%) of a semester's full load they shall be eligible for a full semester of Load Bank Leave under the terms of this article.

9.15.2 Load Banking Procedure

- 9.15.2.1 Documented service to the District beyond regular teaching, counseling or library service is required to participate in load banking. To be eligible for load bank leave, a faculty member must have earned at least seven (7) service points, or a proportionate percentage thereof for a partial leave, within the three (3) years prior to taking load bank leave.
- 9.15.2.2 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be

granted by the Superintendent/President at the faculty member's request for compelling reasons. The three- year (3-year) period shall be extended automatically for any period during which:

- a) The District does not approve a specific leave request during the three-year (3-year) period; or
- b) The faculty member delays the leave at the request of the District.

- 9.15.2.3 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.2.4 A faculty member on load bank leave must complete the terms of the Professional Development contract established for that academic year.
- 9.15.2.5 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.
- 9.15.2.6 The Dean shall, subject to the provisions of section 9.15.2.7, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

Faculty on Load Bank

<u>FTE Faculty</u>	<u>Allowable FTEF on Leave per Semester</u>
1-9.9	1.0
10 – 19.9	2.0
20 +	3.0

- 9.15.2.7 If the Dean and appropriate Assistant Superintendent/Vice President certify that the department/program will be jeopardized by the absence of the faculty member, the Dean and appropriate Assistant Superintendent/Vice President may deny a request for load bank leave. If the leave is denied, documentation of the specific reasons for denial of the leave must be provided in writing to the faculty member requesting the leave. If a leave is not granted it may be rescheduled to another semester. The decision to reschedule the banked load will be mutually agreed upon by

the faculty member, the Dean, and the appropriate Assistant Superintendent/Vice President. The leave must be rescheduled to be taken by the end of the following academic year.

- 9.15.2.8 Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

9.15.3 Banking Service

- 9.15.3.1 A tenured faculty member wishing to bank an overload assignment must complete the load bank application and have it approved by the Dean prior to commencing the banked assignment.

- 9.15.3.2 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.

9.15.4 Load Bank Leave

- 9.15.4.1 The number of hours to replace the assigned contract load must be accumulated before the faculty member can redeem them as a full or partial load bank leave. Tentative approval will be given based upon anticipated completion of the banked assignment. Documentation of at least seven (7) service points, or a proportional percentage thereof for a partial leave, must be provided by the faculty member before the leave can be approved. Tentative approval will be given based upon anticipated completion of earned service points.

- 9.15.4.2 Six (6) months notice must be given prior to taking load bank leave. Less than six (6) months notice may be given only if there are special circumstances and if approved by the Dean and appropriate Assistant Superintendent/Vice President. Prior to a load bank leave:

- a) The faculty member must complete a Request to Use Banked Leave and identify the semester during which the load bank leave will occur and the portion of that semester (e.g., 50% or 100% of a full load) that the faculty member will be on load bank leave; and
- b) The request must be approved by the Dean and the appropriate Assistant Superintendent/Vice President.

- 9.15.4.3 A faculty member may withdraw load-banked funds only

during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.4.4 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those hours already accumulated as deferred salary.

9.15.4.5 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.

9.16 Catastrophic Leave

9.16.1 General Provisions

9.16.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the *California Education Code*.

9.16.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

9.16.1.3 The CLB is intended to provide an extended period of time off work for either a faculty member who has suffered an incapacitating illness or injury, or a faculty member to care for an incapacitated member of the faculty member's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
For faculty members who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the faculty member up to his/her base salary to the extent possible.

9.16.1.4 A sick leave day donated by a full-time faculty member is equivalent to eight (8) hours. Sick leave is donated by part-time faculty in hours.

9.16.2 Donations

- 9.16.2.1 Full-time faculty members may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time faculty members may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time faculty member's accrued sick leave balance does not fall below thirty (30) days.
- 9.16.2.2 Part-time librarians and counselors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least two hundred seventy (270) hours. They may donate a maximum of ninety (90) hours per academic year, so long as the donating part-time faculty member's accrued sick leave balance does not fall below one hundred eighty (180) hours.
- 9.16.2.3 Part-time instructors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time faculty member's accrued sick leave balance does not fall below ninety (90) hours.
- 9.16.2.4 Donations of sick leave shall be voluntary.
- 9.16.2.5 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.
- 9.16.2.6 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.
- 9.16.2.7 Faculty members may donate sick leave to the CLB at any time.
- 9.16.2.8 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

9.16.3 Withdrawal Guidelines

- 9.16.3.1 CLB withdrawals shall be approved by the Catastrophic

Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) faculty members appointed by the Federation.

- 9.16.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability") as defined in Article 9.16.1.2.
- 9.16.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.
- 9.16.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time faculty shall be in daily increments; withdrawals by part-time faculty shall be in hourly increments.
- 9.16.3.5 Faculty members currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.
- 9.16.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the faculty member up to his/her base salary.
- 9.16.3.7 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
- 9.16.3.8 A full-time faculty member shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time faculty shall not draw more than their assigned hours during each week of catastrophic illness or injury.
- 9.16.3.9 Withdrawals from the CLB shall be terminated whenever:
 - The faculty member is able to return to work or the immediate family member no longer needs home care to be provided by the faculty member
 - The current semester ends
 - The faculty member receives a monthly disability income from another source

- The faculty member's employment with the District is terminated
- The CLB runs out of donated sick days/hours.

9.16.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the faculty member may submit a new application.

9.16.4 Withdrawal Procedure

9.16.4.1 Faculty members may withdraw sick leave from the CLB when all of the following requirements are met:

- A physician certifies that the applicant or immediate family member is disabled by illness or injury
- If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her faculty assignment
- If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.
- The physician certifies that the disability is expected to continue for more than thirty (30) days
- The faculty member (or his/her authorized agent) submits an application on the CLB Withdrawal Form
- The faculty member's application is approved by the Catastrophic Leave Bank Committee.

9.16.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

9.16.4.3 The certifying physician shall state the faculty member's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

9.16.5 Privacy Rights

9.16.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.

9.16.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.

9.16.6 Agent for the Faculty Member

9.16.6.1 If the treating physician certifies that the faculty member's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member's behalf.

Dated: _____

By: _____

Mike Popielski
Interim Assistant Superintendent/ Vice
President Human Resource Services

Dated: _____

By: _____

Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

Dated: _____

By: _____

Teresa Laughlin
Lead Negotiator, PFF

Dated: _____

By: _____

Shannon Lienhart
Co-President, PFF

Dated: _____

By: _____

Colleen Bixler
Co-President, PFF

TCL

SJ

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for
info
pg 12/13

Ken
Shaffer

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

10.1 In any academic year, there shall be ~~twelve (12)~~ seven (7) professional development days, equal to forty-two (42) hours, as authorized by Title 5 California Code of Regulations (CCR) §55724, during which faculty members shall participate in professional development activities in lieu of regular classroom instruction or other instructional activities. The seven (7) professional development days includes one (1) required orientation day, Faculty Plenary, immediately preceding the start of the fall semester. Professional development activities cannot replace the faculty member's contractual duties. However other work or non-work days may be utilized if approved in the individual agreement required under Section 10.2 of this Article. There shall be no replacement of regular duties if the approved professional development activities take place on workdays other than the twelve (12) designated for professional growth activities.

All full-time faculty members (regular, probationary, and temporary) shall complete the required professional development activities. Part-time faculty shall participate if their assignment equals or exceeds eight (8) weeks fifty percent (50%) in any semester. ~~Child Development Center~~ Early Childhood Educational Lab School teachers are not required to participate.

~~The twelve (12) professional development days (or a total of seventy-two (72) hours) shall include one (1) required orientation day immediately preceding the start of the fall semester.~~

10.2 Each academic year, all faculty members shall develop and submit an individual Professional Development Plan for review and approval by the Professional Development Coordinator. The plan shall be submitted no later than September 15 (February 15 for faculty teaching spring semester only). If a full-time faculty member plans to complete professional development activities during the summer break, the Professional Development Plan must be submitted no later than the preceding May 1 for prior approval. Approval for any travel and/or additional funding requires a separate application through the Dean or first-level administrator to whom the faculty member reports.

The Professional Development Plan, when approved, shall be the agreement required by Title 5 CCR §55726 and shall contain the following:

- a) The particular activities during the designated days which the faculty member will perform in lieu of classroom instruction or other instructional activities.
- b) The number of specific classroom hours or other instructional activity hours which are being substituted with the professional development activities and the number of hours the faculty is required to spend in the professional development activities. For purposes of this Article, the number of hours for professional development activities for any academic year for full-time faculty shall be seventy-two (72) forty-two (42) hours (twelve (12) seven (7) days X six (6) hours per day).

- c) The record-keeping responsibilities of the faculty member with regard to the approved professional development activities and the promise to cooperate in good faith with the provisions of the agreement and the directives from the Professional Development Coordinator.
- d) A revised contract may be submitted at any time. For advanced approval, faculty members shall submit a revised contract prior to the activity for which there is a proposed addition, deletion or change.

10.3 Appropriate activities for professional development may include, but are not limited to, the following:

- Currency and growth in the faculty member's field
- Workplace effectiveness
- Organizational dynamics

which collectively may result in Staff improvement, Student improvement, and Instructional improvement for the District.

Each year, the Professional Development Coordinator shall publish specific examples of activities under each of these three (3) categories, including a list of College committees on which service will be considered a professional development activity, after consultation with and guidance from the Professional Development Advisory Board.

- 10.4 If a full-time faculty member does not successfully complete an approved Professional Development Contract by May 15 two weeks prior to the end of the spring semester, the Professional Development Coordinator will contact the faculty member to ascertain the reason for the delay. If the full-faculty member does not successfully complete an approved Professional Development Contract by one week prior to the end of the semester the Professional Development Coordinator will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the faculty member's last paycheck for the year be reduced by an amount (in gross salary) proportionate to the activities not completed. For part-time faculty, the recommendation shall be that the last paycheck for the semester not include additional compensation for those professional development activities not completed by the first day of final exams in that semester.
- 10.5 Faculty members on one (1) semester leave must account for half (1/2) the number of hours set aside for professional development for the year. Faculty on load bank leave, however, must account for the full number of hours for the year. Faculty with partial contracts must account for the same proportion of professional development hours.
- 10.6 Part-time faculty must contract for professional development activities if they teach or work a full semester. Compensation at the part-time faculty member's regular hourly rate will be paid with the final pay warrant of the semester. Failure to submit a Professional Development Contract will result in loss of professional

development pay. The pay notice shall indicate the number of professional development hours that are assigned to each course. Usually, this will equal the number of hours in one (1) week of classroom time, or one (1) hour for every two (2) hours of assigned time for counselors and librarians. Part-time faculty teaching short-term classes may select and be compensated for professional development hours commensurate with the number of hours taught.

- 10.7 There shall be a Professional Development Coordinator who will be a full-time permanent faculty member who shall be jointly appointed by the Superintendent/President and the Faculty Senate once every two (2) years for a term of two (2) calendar years. There is no limit to the consecutive years of service, but there is an open application procedure every two (2) years. The position reports directly to and is evaluated by the Vice President for Instruction.
- 10.8 The duties of the Professional Development Coordinator include, but are not limited to, the following:
 - 10.8.1 Receiving, reviewing, and approving/disapproving submitted Professional Development Plans from faculty members with the assistance of any staff member in the Professional Development Office or Professional Development Advisory Committee, and finalization of the individual Professional Development contracts.
 - 10.8.2 Overseeing, reviewing, and approving/disapproving the required successful completion of the individual Professional Development contracts with the assistance of any staff member in the Professional Development office or Professional Development Advisory Committee.
 - 10.8.3 Developing and approving professional development programs and workshops to meet identified needs, as required by Title 5 CCR §55730(b), including publishing each year specific examples of activities under each of the three (3) categories in Section 10.3 and a list of College committees on which service will be considered a professional development activity.
 - 10.8.4 Providing resources for professional development activities.
 - 10.8.5 Managing professional development resources (including purchasing equipment and supplies, maintaining accurate records, and submitting and maintaining balanced budgets) and coordinating publication availability with the library.
 - 10.8.6 Coordinating activities with campus and community groups, including the North County Higher Education Alliance.
 - 10.8.7 Ensuring compliance by faculty members and the District with all legal requirements for the professional development program, and especially including the relevant requirements of Title 5 CCR.
 - 10.8.8 Keeping the professional development programs and workshops

dynamic and rigorous, which includes an annual needs survey and an annual evaluation of the effectiveness of the programs and workshops, as required by Title 5 CCR §55730(d).

- 10.8.9 Supporting professional development activities in the District.
 - 10.8.10 Publishing occasional newsletters during the year announcing and highlighting professional development activities.
 - 10.8.11 Presenting the District's approach to professional development programs to the Governing Board of the District, at conferences, to other Community College Districts, and to the State Chancellor's Office, while also gathering information and ideas from them.
 - 10.8.12 Co-chairing and assisting in the coordination, planning, and implementation of all orientation days for faculty members.
 - 10.8.13 Maintaining accurate records on the description, type and number of professional development activities scheduled and the number of District employees and students participating in these activities, as required by Title 5 CCR §55730(c).
 - 10.8.14 Serving as Chair and holding regular meetings of the Professional Development Advisory Board.
 - 10.8.15 Providing needed documents to the State Chancellor's Office as required by Title 5 CCR §55730(f).
- 10.9 Any decision by the Professional Development Coordinator may be appealed in writing to the Vice President for Instruction who will make the final decision. The Vice President for Instruction must receive any such appeal within ten (10) working days. The faculty member shall send a copy of the letter to the Federation. A "day" refers to a day that the District administrative office is open, excluding days during any intersession or summer session during which the faculty member is not scheduled to work.

The Assistant Superintendent/Vice President for Instruction shall respond within ten (10) working days, giving the reasons for the decision. A copy of the decision and the reasons therefore, shall be sent to the Federation. The decision of the Assistant Superintendent/Vice President for Instruction is final and not grievable.

- 10.10 The Professional Development Advisory Board provides guidance to the Professional Development Coordinator.

The Professional Development Advisory Board is comprised of:

- One (1) faculty member from each instructional division (five (5) members)
- One (1) faculty member each from Student Services and the Library (two (2) members)
- One (1) senior administrator (or designee)
- One (1) part-time faculty member

The Vice President for Instruction appoints the Senior Administrative member and the rest of the members are appointed by the Faculty Senate. The term of service is three (3) years.

- 10.11 Each full-time faculty member is required to participate in the governance, operation and representation of the College. These activities shall be entered on the Professional Development Contract.

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11/16/2016
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ARTICLE 11 - PERSONNEL FILES

- 11.1 There shall be one (1) official District personnel file for each member of the bargaining unit. Confidential information in faculty personnel files shall be treated as such. The District will comply with federal and state law regarding the maintenance and release of confidential personnel information.
- 11.2 Faculty members will have the right to inspect their own District personnel files in accordance with Education Code §87031 and Labor Code §1198.5.

A faculty member may, upon clear written authorization signed and dated by the faculty member, designate a representative to review the material in the faculty member's personnel file. The review shall take place in the office of Human Resource Services, and no personnel files will be allowed to be removed from the office of Human Resource Services.

Other District employees may have access to a faculty member's District personnel file only when necessary for the performance of their official duties. Such access shall be limited to the office of Human Resource Services.

11.3 Employee Files

- 11.3.1 Information of a derogatory nature will not be entered or filed in a faculty member's personnel file until the faculty member is given actual written notice and an opportunity to review and comment thereon. Such notice will allow ten (10) work days for review and comment. The written notice shall provide a reasonable opportunity for the faculty member to meet, prior to the conclusion of the ten-day (10-day) period, with the academic administrator who intends to enter or file the derogatory information. This ten-day (10-day) period shall be extended if the faculty member is not reachable at his/her current address or telephone number and the faculty member presents verifiable documentation to the Assistant Superintendent/ Vice President for Human Resource Services explaining why the extension is needed. This ten-day (10-day) period for review and comment may be extended only by the Assistant Superintendent / Vice President for Human Resource Services or designee, and any extension shall be in writing. A faculty member will have the right to enter a written response, which will be attached to any such derogatory information being entered or filed in the faculty member's personnel file.

For the purposes of this section, a "work day" shall be any day when the office of Human Resource Services is open. The ten-day (10-day) period provided for in this section shall be suspended for any work day on which the office of Human Resource Services is not open for at least eight (8) hours.

Anonymous derogatory information shall not be placed in a faculty member's District personnel file.

11.3.2 The District shall notify faculty members of any information that is kept by the District in a file of any kind and is of a derogatory nature such as, but not limited to:

- A formal or informal accusation of a negative nature.
- Documents detailing disciplinary or non-disciplinary action(s).
- Statements a reasonable person would find negative.
- Disparaging statements regarding a faculty member's work-related activities, outside activities, and/or personal activities or behaviors.

The faculty member will be notified within 20 working days of the written memorialization by the District of any such information of a derogatory nature unless reasonable and compelling extenuating circumstances exist. Furthermore, if the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll (suspend) the time within which the faculty members will be notified. In those cases, the faculty member will be notified as soon as possible. The purpose of timely notification is so that the employee retains his/her ability to:

- Gather pertinent information in his/her defense.
- Maintain confidentiality protections afforded the personnel files.

If the District fails to notify faculty members of derogatory information within a reasonable time, that information shall not be placed in the faculty member's personnel file or used in subsequent investigations. No derogatory information shall be placed in a faculty member's personnel file after two (2) years from the date of the alleged incident, other than that which is the subject of a criminal investigation or prosecution.

11.4 A faculty member may petition the Assistant Superintendent/Vice President for Human Resource Services or designee to place derogatory information entered into or filed in the faculty member's personnel file into a sealed envelope within the personnel file. The sealed envelope will be marked that it can be opened only by the Governing Board of the District, the Superintendent/President, or the Assistant Superintendent/Vice President for Human Resource Services. This petition may be submitted after a period of four (4) years has elapsed from the date the derogatory information was placed in the personnel file. If the petition is denied by the Assistant Superintendent/Vice President for Human Resource Services or designee, the reason(s) for the denial will be transmitted to the faculty member in writing. The decision by the Assistant Superintendent/Vice President for Human Resource Services or designee is final.

- 11.5 Upon the written request of a faculty member, one (1) copy of the materials in the faculty member's personnel file that may be inspected by the faculty member, shall be provided to the faculty member at no cost to the faculty member. Faculty members shall pay for any subsequent copying of the same materials in the faculty member's personnel file.
- 11.6 Faculty tenure and evaluation review files will be maintained in the District office of Human Resource Services. Summary evaluation reports¹ transferred from the tenure and evaluation review files to official personnel files shall be handled in accordance with the rules and regulations for any other material placed in official personnel files.
- 11.7 A faculty member may request placement of materials relevant to his/her assigned duties or professional responsibilities in his/her District personnel file. The Assistant Superintendent/Vice President for Human Resource Services or designee will notify the faculty member of acceptance or will return the materials if not accepted.

¹ 1. Instructor Tenure & Evaluation Review Report – Probationary Faculty
2. Peer Evaluation Report for Tenured Faculty
3. Part-Time Faculty Summary Report
4. Peer Review for Non-Tenured Faculty – Temporary Full-Time Faculty

Bill Shuff
for update

District Response No. 3 to PFF Proposal No. 1

November 16, 2016

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District Response No. 1 to PFF Proposal No. 1

October 5, 2016

ARTICLE 12 - DEPARTMENT CHAIRS/DIRECTORS

- 12.1 The District may establish for any Department or Program in the District the position of Department Chair or Program Director (hereinafter referred to in this Article as the "Department Chair"). Department Chair positions are faculty positions.
- 12.2 The Department Chair will report directly to, and be under the immediate supervision of, the Dean or first-level administrator responsible for the department.
- 12.3 Election of a Department Chair
- 12.3.1 The Department Chair shall be elected, through the use of a secret ballot, for an initial two-year (2-year) term of office by a simple majority of the voting members of the department in which he/she teaches. The Department Chair's position may be rotated among tenured members of the department. The Department Chair must be a full-time faculty member of the department that he/she will chair. The Department Chair also must be tenured, though probationary faculty may be elected as Chair if special circumstances exist.

Only tenured faculty members with the majority of their contract within the department will be eligible to become Department Chair, though an exception will be made in the event that no tenured faculty member within the department is available to assume the responsibilities of chairing. In that circumstance, a probationary faculty member or a faculty member who has a partial contract within the department may be elected.

In the case where an outside accreditation agency recognizes assistants to the chair's position, those assistants shall be filled by tenured faculty member through a vote of the department. All assistants must be tenured, though an exception will be made in the event that no tenured faculty member within the department is available to assume the responsibilities of assistant to the chair.

- 12.3.2 If there is evidence that the Department Chair is performing his/her duties in a satisfactory manner, the current Chair may be re-elected for additional one-year (1-year) terms. Faculty may continue service to the department as Chair so long as elections are held on a yearly basis with subsequent terms of office lasting for one (1) year each.

- 12.3.3 To conduct the meeting at which the Department Chair is elected, a quorum must be present. A quorum for department meetings is defined as a simple majority of the tenure and tenure-track faculty of the department. Proxy votes for Department Chair will not be accepted.
- 12.3.4 The election of a Department Chair may not occur unless an announcement of the pending vote has been placed on the agenda of a department meeting, then distributed and posted within the department **to all members of the department** at least five (5) working days in advance of the meeting at which the voting takes place.

- 12.3.5 Any tenured or tenured-track member of the department may nominate a department member as a candidate for Department Chair.
- 12.3.6 The election must take place on or before April 15, and the Department Chair takes office on July 1 of the new fiscal year.
- 12.3.7 Copies of the minutes of the department meetings dealing with the election of a Department Chair must be kept in the departmental office and sent to the appropriate Division Dean.

12.4 Removal or Resignation of a Department Chair

- 12.4.1 The Department Chair may resign at any time.
- 12.4.2 The majority of all tenure and tenure-track department members eligible to vote in departmental matters may recall the current Department Chair at a department meeting convened in accordance with Section 12.4.3 below.
- 12.4.3 The department meeting at which a recall may occur must be announced with the pending recall election placed on the agenda, and this notice must be posted and distributed to all voting members of the department at least five (5) working days in advance of the date of the meeting.
- 12.4.4 A quorum consisting of a simple majority of departmental voting members must be present for a vote to occur.
- 12.4.5 If a Department Chair is replaced, the new Chair shall assume office immediately, at the end of the semester, or no later than July 1.

12.5 Absences of the Department Chair

- 12.5.1 In the event of the Department Chair's absence, for any reason, for a period of one (1) full semester or less, the Department Chair, in consultation with the appropriate Division Dean, may appoint a temporary replacement.
- 12.5.2 In the event of a recall, resignation, or absence from duties for more than one (1) semester because of illness, a leave of absence, a sabbatical leave or any other reason, the position shall be declared vacant, and an election shall be held to select a new Department Chair, who shall then assume the office immediately. If the new Department Chair assumes office with less than one (1) full semester remaining in the academic year, the fraction of the first year served shall not be

counted as part of his or her two-year (2-year) term; but if more than one (1) semester remains in the academic year, the fraction of the first year shall count as a full year in the determination of his or her tenure in the office of Department Chair.

- 12.6 The Department Chair, under the immediate supervision of the Dean or first-level administrator responsible for the department, is responsible for providing leadership for the department and on behalf of the department to the District. The Department Chair is responsible for various planning activities as well as the organization, coordination, oversight, and evaluation duties involving the operations of the department. These duties include, but are not limited to, the following:

12.6.1 Budgeting

- 1) Prepare and accurately monitor department budgets
- 2) Set priorities for department resource needs in collaboration with department members
- 3) Review and approve supply and equipment requests
- 4) Coordinate and review attendance and payroll reports

12.6.2 Curriculum

- 1) Coordinate curriculum development and review
- 2) Produce accurate and timely catalogue information
- 3) Maintain current department syllabi for all course offerings
- 4) Coordinate field trip requests
- 5) Review course substitutions and equivalencies
- 6) Approve credit by exam requests, where applicable
- 7) Facilitate textbook review and selection where appropriate
- 8) Coordinate selection of the data for inclusion in the Student Learning Outcome Assessment Cycle (SLOAC) data base
- 9) Keep current of changes in the SLOAC/~~POD (Palomar Outcomes Data Base)~~ SLO Data base.
- 10) Provide aid to department members inputting SLOAC data.

12.6.3 Department Leadership

- 1) Represent the department within the division and to administration
- 2) Participate in and encourage faculty participation in shared governance
- 3) Conduct department meetings. Chairs shall conduct at least one department meeting per semester.

- 4) Maintain minutes from department meetings and make them available to department members
- 5) Attend Department Chair and Division meetings
- 6) Investigate and mediate student complaints, except those involving discrimination or sexual harassment
- 7) Maintain regular office hours as Department Chair
- 8) Provide guidance to faculty on academic matters (grading, performance standards, etc.)
- 9) Provide minutes and/or information to the department members from Division and Chairs and Directors meetings
- 10) Advocate for the department.

12.6.4 Evaluation

- 1) Serve on faculty evaluations committees, as appropriate
- 2) Coordinate part-time faculty evaluations
- 3) Provide input for the evaluations of staff assigned to the department

12.6.5 Planning

- 1) Prepare and monitor department short-range and long-range plans, in conjunction with department/program
- 2) Monitor the departmental progress regarding implementation of the plans

12.6.6 Scheduling

- 1) Produce accurate and timely class schedule recommendations that meet student learning needs
- 2) Use assigned rooms efficiently
- 3) Ensure that classes are assigned according to established department procedures

12.6.7 Staffing

- 1) Recruit, interview and recommend hiring of classified staff assigned to the department
- 2) Recruit and coordinate the hiring of full-time faculty
- 3) Identify a mentor for all new full-time faculty
- 4) Facilitate orientation of new full-time faculty
- 5) Coordinate the selection, training, and continued employment of part-time faculty
- 6) Facilitate Professional Development opportunities for staff

12.6.8 Responsibilities

- 1) Coordinate student placement sites
- 2) Prepare special accreditation
- 3) Monitor professional certifications
- 4) Coordinate safety and hazardous materials issues with District staff
- 5) Other related duties as assigned by Dean or Vice President

***The Department Chair and Assistant Chair(s) of the Nursing Education Department will need to meet the requirements in Article 3 sections 1424 and 1425 of the California Board of Registered Nursing regulations. The department will define the word "supervision" as written in Section 1425 (j) as leadership.**

- 12.7 A Department Chair will receive an extra stipend for the assignment of Department Chair in addition to the assigned time using the following schedule based upon the assigned time:

For 2014-15

Academic Year Assigned Time	Calendar Year Stipend Amount	SLO Semester Stipend
20%	\$6,088.40	\$519.38
40%	\$6,697.24	\$675.19
60%	\$7,306.53	\$831.00
80%	\$7,914.92	\$1,038.76

For 2015-16 2016-17

Academic Year Assigned Time	Calendar Year Stipend Amount	SLO Semester Stipend
20%	\$6,220.00	\$530.61
20%	\$8,086.00	\$1,061.21
40%	\$6,842.00	\$689.78
40%	\$8,086.00	\$1,061.21
60%	\$7,464.46	\$848.96
60%	\$8,086.00	\$1,061.21
80%	\$8,086.00	\$1,061.21
80%	\$8,086.00	\$1,061.21

All on-schedule percent increases applied to faculty wages shall be applied to Department Chair and SLO Coordinator stipends at the same percentage and

reflected in the table above.

- 12.8 The payment for the "Calendar Year Stipend Amount" scheduled above shall be issued in twelve (12) monthly payments. The payment of the SLO Semester Stipend shall be paid December 20th and May 20th in each academic year. A Department Chair will be granted assigned time to perform the required duties of the position throughout the academic year. The amount of assigned time is 80%, 67%, 60%, ~~or~~ 40% or 20%. The Vice President who is responsible for the department will determine the amount of assigned time for each Department Chair utilizing the criteria below, after reasonable opportunity for input from the current Department Chair, and any input and recommendation from the Dean or first-level administrator responsible for the department. If the Department Chair wishes to contest the amount of the assigned time, the Department Chair may appeal to the Superintendent/President whose decision will be final. The amount of the assigned time will not be adjusted during the two-year (2-year) term of the Department Chair without the consent of the Department Chair. The amount of the assigned time for any Department Chair will be made known prior to the election of the chair.

The assigned time for the Department Chair of the Nursing Education Department will be 80%. The assigned time for two (2) Assistant Nursing Chairs will be twenty percent (20%) each. The assigned time for the World Languages Department Chair will be sixty-seven percent (67%) The assigned time for the Director of Dental Assisting will be 40%. The assigned time for the Director of Reading Services will be 20%. The Director for Emergency Medical Education shall be employed under an eleven-month contract and shall receive eighty percent (80%) reassigned time. No Department Chair will receive more than 80% assigned time in compensation for the duties of the Department Chair.

The amount of assigned time for a Department Chair will be determined by:

- 1) The number of full-time regular faculty (FTEF);
- 2) The number of overload FTEF and equivalent adjunct faculty FTEF (O/A); and
- 3) The number of classified employees assigned to the Department under the functional leadership of the Department Chair.

CONTRACT FTEF

O/A	0 - 5.9	6 - 10.9	11 - 15.9	16 - 20.9	> 20.9
0 - 3.9	20 <u>40</u>	40	60	60	80
4 - 6.9	20 <u>40</u>	40	60	60	80

7 - 9.9	20 <u>40</u>	40	60	60	80
10 - 12.9	20 <u>40</u>	40	60	60	80
13 - 15.9	20 <u>40</u>	60	60	60	80
16 - 18.9	20 <u>40</u>	60	60	60	80
19 - 21.9	40	60	60	60	80
22 - 24.9	40	60	60	80	80
25 - 27.9	40	60	60	80	80
28 -30.9	40	60	60	80	80
31 -33.9	40	60	60	80	80
34 - 36.9	40	60	60	80	80
> 36.9	40	60	60	80	80

If the number of classified employees assigned to the department which must be supervised by the Department Chair is greater than 5.0 full-time equivalent, the amount of assigned time for the Department Chair calculated immediately above will be increased by 20. No Department Chair will receive more than 80% assigned time in compensation for the duties of the Department Chair.

12.9 Student Learning Outcomes and Assessment: The Chair or designee is responsible for leading and coordinating the department's Student Learning Outcome and Assessment (SLO) process. The Chair or designee shall perform the following duties each fall and spring semester:

- a. Participates in SLOAC/~~POD (Palomar Outcomes Data Base)~~ SLO Data-base training as requested by the SLOAC Coordinator
- b. Provides department and/or one-on-one SLOAC/~~POD~~ SLO Data base training to faculty each semester
- c. Coordinates the development and assessment of SLOs for all disciplines in the department
- d. Coordinates and ensures that the department's SLOAC data is inputted and current each semester in POD SLO Data base.
- e. Ensures that the department meets the semester and annual goals and timelines established by the Learning Outcomes Council (LOC).

ARTICLE 15 - COMPENSATION

15.1 General Principles

The District will set as a priority goal the establishment of full-time and part-time hourly salaries that are commensurate with or superior to those of neighboring and comparable Community College Districts.

15.2 Salary Schedule Credit

15.2.1 Upper Division and Graduate Course Work

Salary schedule credit shall be granted to full-time and part-time faculty ~~granted for completion of any upper division or graduate level course work at an accredited institution according to salary placement guidelines.~~ Advanced approval for such course work is not required. ~~Transcripts~~ Official transcripts or grade reports shall be submitted to Human Resource Services. Upon the receipt and verification of transcripts the Faculty member shall advance on the first day of the next pay-cycle. ~~Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place.~~

15.2.2 Full-Time Faculty Sabbatical Leave Committee Approval of Salary Credit

15.2.2.1 Lower Division Course Work

Salary schedule credit shall be granted to full-time faculty after the Sabbatical Leave Committee approves the request for lower division course work, including Palomar College courses. Advanced approval of lower division course work is required from the Sabbatical Leave Committee. Official transcripts shall be submitted to the Sabbatical Leave Committee which will then submit the official transcripts to Human Resources, upon receipt the faculty member shall advance on the first day of the next pay-cycle. ~~Transcripts or grade reports shall be submitted to Human Resource Services. Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place.~~

15.2.2.2 Equivalency Work

Salary schedule credit may be granted to full-time faculty for equivalency work or projects approved in advance by the Sabbatical Leave Committee for up to six

(6) equivalency credit units in any four-year (4-year) period. Advanced approval must be requested at least one (1) month prior to beginning the work or project. Advanced approval to begin the work or project does not guarantee that the final work or project will be approved.

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15.2.3 Career Technical Extended Education (CTE) Salary Credit

Salary schedule credit may be granted for CTE instructors for additional instruction in their respective field approved in advance by the Sabbatical Leave Committee. Seventy one (71) hours of instruction equates to one (1) unit of Graduate Course work. Advanced approval must be requested at least one (1) month prior to beginning the instruction. Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place.

15.2.4 15.2.2.3 Duplicative Work

When a request for salary schedule credit is made that appears to duplicate a situation for which credit has previously been granted, the faculty member shall furnish information to the Sabbatical Leave Committee indicating how the duplicate situation has appreciably contributed to growth within the profession.

15.2.2.4 Use of Associated Student Funds

In no case shall salary schedule credit be awarded if Associated Student funds have been allotted for completion of the work.

15.2.2.5 Work During Sabbatical Leave

Salary schedule credit shall be awarded for work completed while the faculty member is on sabbatical leave provided all other criteria for both the sabbatical and salary credit have been met.

15.2.2.6 Verification of Approved Work

It is the responsibility of the faculty member to verify completion of any work for which advanced approval of salary credit was granted. No final salary credits will be awarded until such verification is received.

15.2.2.7 Education Code Provisions

The granting of salary schedule credit shall conform to the regulations of the Education Code which include:

15.2.2.8 If a faculty member attends a degree-granting institution and is reimbursed by the District for travel, registration, or other expenses, the faculty member may not receive salary credit unless payment of an additional fee to the other institution is made by the faculty member.

15.2.2.9 If a faculty member goes to a non-degree-granting institution and receives certification of attendance, and the faculty member is reimbursed by the District for travel, registration and other expenses, the faculty member may not receive salary schedule credit.

15.2.2.10 If an instructional grant is awarded to a faculty member for a completed project, the faculty member may not receive salary schedule credit for the same project.

15.2.2.11 If the District releases the faculty member from duties to attend a workshop, seminar, or conference, and the faculty member incurs expenses not reimbursed by the District, the faculty member may receive salary schedule credit.

15.2.2.12 District Funding for Continuing Education

All faculty members shall have the opportunity to apply for and receive District funding offered for continuing education.

15.3 Full-Time Faculty Compensation

15.3.1 Career Technical Extended Education (CTE) Salary Credit

Salary schedule credit may be granted for those full-time Career Technical Extended Education (CTE) division faculty, where advanced degrees are not available per the current edition of the *Minimum Qualifications for Faculty and Administrators in California Community Colleges*. ~~GTE Instructors for additional instruction in their respective field~~ Requests must be approved in advance of the training by the Sabbatical Leave Committee. ~~Seventy-one (71) hours of instruction training equates to one (1) unit of Graduate Course work.~~ In lieu of the advanced degree, faculty covered by this subsection shall advance to Range C on the salary schedule after acquiring 24 equivalent units; to Range D on the salary schedule after acquiring 48 equivalent units; to Range E on the salary schedule after acquiring 72 equivalent units; to Range F on the salary schedule after acquiring 96 equivalent units; and, to Range G on the salary schedule after acquiring 120 equivalent units. ~~Advanced approval must be requested at least one (1) month prior to beginning the instruction. Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place. This section shall not permit the granting of any retroactive credit for training occurring prior to January 1, 2017.~~

~~15.3.1.2~~ Full-Time Faculty Compensation

15.3.2 Salary Range Placement

Salary range placement is based upon the completion of upper division

or graduate level course work at an accredited institution and (when indicated below) experience in the discipline. Only earned degrees (as distinguished from honorary and others) from an accredited institution meet the requirements listed below. Quarter and trimester units of credit shall be converted to semester unit equivalents for placement purposes.

a) Range B – Persons holding one (1) of the following qualifications:

1. Associate Degree and six (6) years of experience in the discipline, plus the appropriate license or certificate
2. Bachelor's Degree and two (2) years of experience in the discipline, plus the appropriate license or certificate
3. Bachelor's Degree and twenty-four (24) semester units of college work completed subsequent to receiving the Bachelor's Degree
4. Vocational Credential

b) Range C – Persons holding one (1) of the following qualifications:

1. Master's Degree
2. Vocational credential (full-time clear), plus twenty-four (24) semester units of college work completed subsequent to receiving the credential

c) Range D – Persons holding both of the following qualifications:

1. Bachelor's Degree plus forty-eight (48) semester units of college work completed subsequent to receiving the Bachelor's Degree
2. Master's Degree

d) Range E – Persons holding both of the following qualifications:

1. Bachelor's Degree plus seventy-two (72) semester units of college work completed subsequent to receiving the Bachelor's Degree
2. Master's Degree

e) Range F – Persons holding both of the following qualifications:

1. Bachelor's Degree plus ninety-six (96) semester units of college work completed subsequent to receiving the Bachelor's Degree
2. Master's Degree

f) Range G

1. Persons holding both of the following qualifications:

- a) Bachelor's degree plus one hundred twenty (120) semester units of college work completed subsequent to receiving the Bachelor's Degree
- b) Two (2) Master's Degrees

g) Range H

1. Persons holding a Doctorate Degree

15.3.3 Salary Step Initial Placement

a) Range B

A faculty member meeting minimum qualifications for Range B shall be placed on Step 1. Additional steps shall be allowed for experience in excess of the minimum requirements. No person shall receive an initial step placement higher than Step 8.

b) Ranges C through GH

One (1) step shall be allowed for each year of prior secondary or college teaching or related occupational experience. No person shall receive an initial step placement higher than Step 8, except as provided in Section c below.

c) Initial Placement above Step 8

When the Superintendent/President has recommended that a position be advertised at a higher rate than Step 8, the faculty member may receive credit for additional years of experience up to Step 12.

15.3.4 Reassigned Time and Stipends

Assigned time and stipends shall be provided for faculty positions and responsibilities as listed in Appendix F. New projects or grants may call for different assignments and/or stipends. When these situations occur, the District and the Federation shall negotiate such assignments and/or stipends.

15.3.5 Payroll Deductions

At the request of individual faculty members, the District shall allow payroll deductions to be made for the purpose of paying Union dues or contributions, making contributions to United Way/CHAD or for the purpose of making deposits in the credit union or other agencies approved by the Board.

15.3.6 Tax-Sheltered Annuity Programs

The District shall maintain the tax-sheltered annuity program in place on January 1, 2001. The District shall provide copies of the program to faculty members upon request. The minimum contribution shall be two hundred dollars (\$200.00) per year for faculty members entering tax-sheltered programs. The District shall not withhold federal and state income taxes on that part of the current salary invested in the tax shelter. Each faculty member shall be allowed to make one (1) or more agreements each year up to the limit allowed by law. Any agreement shall be terminated upon the request of the faculty member.

15.3.7 Remuneration for Substitutes

When faculty members are ill or absent, and other faculty members cover their assignment, the substituting faculty members shall be paid at the substitute's hourly rate. No faculty member shall be required to substitute for another faculty member.

15.3.8 Payroll Process

Except if modified by this agreement, all payroll processes in effect on January 1, 2001, shall remain in place. Full-time faculty may opt to be paid the same salary over twelve (12) months.

15.3.9 Salary Schedules

All faculty shall be paid in accordance with the existing faculty salary schedules. All ~~Child Development~~Early Childhood Education Lab School (CHDEVECELS) Teachers shall be paid in accordance with the existing child development teacher schedule.

15.3.10 Step Moves

All full-time faculty and CHDEV ECELS Teachers shall advance vertically on the salary schedule each year. All part-time faculty shall advance vertically one (1) step on the salary schedule for every four hundred fifty (450) hours taught at Palomar College.

~~Matrix Moves~~

~~All faculty members shall receive step and column increases on their respective salary schedules.~~

15.3.12 Established Salary Schedules (see Appendix G)

- a) Academic Salary Schedule: 10-month
- b) Academic Salary Schedule: 11-month
- c) Academic Overload Salary Schedule: Instructional Assignment
- d) Academic Overload Salary Schedule: Non Instructional Assignment
- e) Child Development Center Teachers: Salary Schedule (for permanent and hourly teachers)

15.3.13 Full-Time Faculty and CHDEV ECELS Teacher-Salary Schedules

- a) A one-time lump sum non-base building payment of \$1000 shall be paid to all full-time faculty and ECELS teachers acting as lead teachers, site supervisors, or coordinators at the San Marcos ECELS between January and April 2016. This is in recognition of the work involved in moving to the new ECELS site and will be

distributed as soon as practicable. The lump sum payment shall not be reflected on any salary schedule, and it shall not be the basis for future pay increases.

a) For the 2016-17 academic year all full time salary schedules and ECELS teacher salary schedules in effect on June 30, 2016 shall be increased by 1.31% 1.29% base adjustment increase plus an additional raise of 3% 0.46% 2.46% for a total of 1.75% 4.31% 3.75%. This increase will be retroactive to July 1, 2016. Payment shall be made as soon as practicable after ratification of the tentative agreement by PFF and adoption by the Board.

b) In the 2016-17 academic year, PFF and the District agree to commence negotiations regarding the development and implementation of a comprehensive Resource Allocation Formula (RAF) model, with a goal to implement effective July 1, 2017.

a)c) In 2014-15 all full-time faculty salary schedules and CHDEV teacher salary schedules in effect on June 30, 2014 shall be increased by the full percentage of state-funded COLA (0.85%) retroactive to July 1, 2014

For the 2016-2017 academic year all full time salary schedules and ECELS teacher salary schedules in effect on June 30, 2016 shall be increased by 1.31% base adjustment plus an additional 3.79% for a total of 5.1%. This increase is retroactive to July 1, 2016.

b)d) The stipends contained in Appendix F and Article 12 shall be increased by 3.75% 5.11.75% the full percentage of state-funded COLA (0.85%), retroactive to July 1, 2016 2014.

e)e) For 2015-16, the salary schedules described in (a) above shall be increased by the full percentage of state-funded COLA (1.02%) plus an additional 1.13% raise for a total increase of 2.15%, retroactive to July 1, 2015.

d)f) The stipends referenced in (b) above shall be increased by the full percentage of state-funded COLA (1.02%) plus an additional 1.13% raise for a total increase of 2.15%, retroactive to July 1, 2015.

e) All on-schedule percent increases applied to faculty wages shall be applied to Appendix F and Article 12 and will continue thereafter until changed through the negotiation process.

15.3.14 Faculty Placement on Overload Schedule

Full-time faculty teaching overload shall be placed on the Overload Salary Schedules at the same grade and step as they are placed on the Full-Time Faculty Salary Schedule. Instructional overload assignments shall be paid from the Full-Time Overload-Instructional Hourly Salary

Schedule, and non-instructional overload assignments shall be paid from the Full-Time Overload-Non-instructional Hourly Salary Schedule.

15.4 Part-Time Faculty Salaries

15.4.1 Established Part-Time Faculty Salary Schedules (see Appendix G)

- a) Part-Time Faculty Salary Schedule: Instructional Assignment
- b) Part-Time Faculty Salary Schedule: Non-instructional Assignment

The hourly salary schedules reflect the distribution of part-time equity funds allocated by the state. Instructional part-time assignments shall be paid from the Part-Time (Adjunct) Faculty – Instructional Assignment Salary Schedule, and non-instructional assignments shall be paid from the Part-Time (Adjunct) Faculty – Non-instructional Assignment Salary Schedule.

15.4.2 Hourly Salary Schedule

- a) If in any year after 2010-2011 the District does not actually receive state-allocated part-time faculty equity funds, or receives less than the District's state allocation of part-time faculty equity funds for 2004-2005, the parties shall meet and negotiate this provision.

15.4.3 Part-Time Faculty Salary Schedules

- a) ~~For 2014-15, all part-time faculty salary schedules in effect on June 30, 2014 shall be increased by the full percentage of state-funded COLA (0.85%) retroactive to July 1, 2014.~~
- b) ~~For 2015-16, the part-time faculty salary schedules referenced in (a) above shall be increased by the full percentage of state-funded COLA (1.02%) plus an additional 1.13% raise for a total increase of 2.15%, retroactive to July 1, 2015.~~

For the 2016-2017 academic year all part time salary schedules in effect on June 30, 2016 shall be increased by 1.31% base adjustment plus an additional 3.79% for a total of 5.1%. This increase is retroactive to July 1, 2016.

- a) For the 2016-17 academic year all part time salary schedules in effect on June 30, 2016 shall be increased by 1.31% 1.29% base adjustment increase plus an additional raise of 3% 0.46% 2.46% for a total of 4.31% 1.75% 3.75%. This increase will be retroactive to July 1, 2016. Payment shall be made as soon as practicable after ratification of the tentative agreement by PFF and adoption by the Board.

Handwritten notes and signatures:
1.71%
Rinkoff
58
CB
30/09/16
Rinkoff
58
CB
Nile
P. Rinkoff

b) In the 2016-17 academic year, PFF and the District agree to commence negotiations regarding the development and implementation of a comprehensive Resource Allocation Formula (RAF) model, with a goal to implement effective July 1, 2017.

15.4.4 Retiree Y-Rated Retiree Schedule

The Y-Rated Retiree Schedule shall receive all COLA increases. Retired faculty shall be placed on the Y-Rated Schedule at the first step above their current overload hourly rate and shall remain on that step for the duration of their employment with the District.

15.4.5 Faculty Placement on Part-Time Salary Schedule

15.4.5.1 Salary Range Placement

Salary placement credit is granted only for the completion of upper division or graduate level course work at an accredited institution (official transcripts required). Credit is awarded in semester-unit increments. Quarter and trimester units of credit shall be converted to semester units for the purpose of determining salary level.

Four (4) salary ranges are defined. Individual range placement is determined exclusively by the level of education attained. Only earned degrees from accredited institutions shall be creditable for salary purposes. All part-time faculty commencing initial employment with the District shall be placed at Step 1 of the appropriate range.¹

Range A: Persons who hold less than a Master's Degree (regardless of equivalency status).

Range B: Persons who hold a Master's Degree and who have completed fewer than thirty (30) units of course work after the date that the Master's Degree was awarded.

¹ Part-time faculty who have taught previously for the District, but who have not done so within a year of the initial implementation date of the Part-time (Adjunct) Faculty Salary Schedule (7/1/96), will be placed on the schedule in the same way as those commencing initial employment with the District. Part-time faculty who have been employed by the District after 7/1/96, and who return to the District following a lapse in employment, will be placed onto the step of the Part-time (Adjunct) Faculty Salary Schedule to which they had been assigned prior to the lapse in employment.

Range C: Persons who hold a Master's Degree and who have completed at least thirty (30) units of course work after the date that the Master's Degree was awarded.

Range D: Persons who possess two (2) Master's Degrees

or a Doctorate Degree.

15.4.5.2 Teaching faculty movement within a range on the salary schedule is determined by the number of hours of employment with the District as follows:

Movement from Step 1 to Step 2:	450 hours
Movement from Step 2 to Step 3:	900 hours
Movement from Step 3 to Step 4:	1350 hours

All hours paid in an academic assignment are considered in the accumulation of hours for movement within a range. Each individual's accumulation of hours for movement within the range will begin with the effective date of employment, but no earlier than 7/1/96 (the initial implementation date of the Part-time (Adjunct) Faculty Salary Schedule). The "effective date of employment" for anyone rehired after at least two years' break in service shall be their rehire date (not the original hire date).

15.4.5.3 A retiree (faculty or other) who returns to teach as a part-time instructor will NOT be placed on the part-time salary schedule, but instead will be placed at the rate closest to the hourly rate in effect at the time of retirement for the duration of the part-time assignment.

15.4.5.4 Evaluation of Prior Course Work

The part-time faculty salary schedule steps and columns shall reflect length of service and education achievement, respectively. Upon request by a faculty member, the District shall re-evaluate all prior course work in a related field for part-time faculty.

Part-time faculty members shall advance one (1) step for each four hundred fifty (450) hours of academic assignments completed at Palomar College. All step progressions will occur the next semester after ratification of this agreement. Qualifying assignments that do not total the required hours in one (1) fiscal year for one (1) step progression shall be carried forward to the next fiscal year.

15.4.6 Calculation of Retroactive Compensation to Part-Time Faculty for Parity Funds

To calculate retroactive compensation, divide the fiscal year allocation by the total hours worked by all part-time faculty members in regular assignments during that year. The result is an hourly rate. Each part-time faculty member shall receive retroactive compensation equal to the hourly rate multiplied by the total hours that the faculty member

worked in regular assignments during that year.

"Hours worked" shall mean hours for which the faculty member was compensated for regular assignments.

"Regular Assignment" shall mean an instructional, librarian or counseling assignment that continues for a semester or summer session, or for a course which meets weekly for a period less than one (1) full semester.

15.4.7 Parity Definition

15.4.7.1 The District and the Federation agree that the definition of "parity" for part-time faculty pay in comparison to regular faculty pay shall be eighty-seven and one-half percent (87.5%).

15.4.7.2 Hourly pay for part-time faculty and hourly overload pay for full-time faculty shall progress toward parity with the contract pay for full-time faculty. Parity is defined as that pay rate for part-time instructors which accurately reflects the relationship between the hours of work required of part-time instructors and those required of full-time instructors, when both are expressed as an hourly rate. The formula is derived as follows:

Full-Time Faculty Workload

15	Class meeting hours per week
15	Class preparation hours per week
5	Office hours per week
5	Committee/other professional responsibilities
<hr/>	
40	Total hours per week

Part-Time Faculty Workload

15	Class meeting hours per week
15	Class preparation hours per week
5	Office hours per week ²
N/A	Committee/other professional responsibilities
<hr/>	
35	Total hours per week

Ratio to 40 hours per week = 87.5% (goal of parity)

15.4.8 Part-Time Faculty Office Hours

~~Commencing July 1, 2015, and~~Continuing for the academic year ~~2015-2016~~2016-17 only, instructional part-time faculty members will be compensated for office hours earned in Fall and Spring semester only, according to the following criteria:

- a) ~~Three (3) Six (6)~~Three (3) office hours per semester for faculty members teaching three (3) or fewer credit units.
- b) ~~Six (6) Nine (9)~~Six (6) office hours per semester for faculty members teaching four to six (4-6) credit units.
- c) ~~Nine (9) Twelve (12)~~Nine (9) office hours per semester for faculty members teaching seven to nine (7-9) credit units.
- d) Office hours shall be compensated at forty-five dollars (\$45.00) per hour.
- e) Participating part-time faculty shall provide written certification of office hours served on the appropriate District form (Appendix H).
- f) Part-time faculty participation is voluntary.
- g) Participating part time faculty are encouraged to share their students' successes in a written report to the division dean and Vice President of Instruction.
- f)h) Participating part time faculty shall provide a written report to the division dean and Vice President of Instruction, explaining why they believe students achieved reasonable success as a result of these office visits.

Office hours shall be paid in the last paycheck for the semester in which the hours were earned.

15.5 Support for Part-Time Faculty Participation in Faculty Senate

The District shall augment the Faculty Senate budget by up to \$2,000 per year (\$500 per part-time faculty senator, up to a maximum of 4 part-time faculty senators) to provide support for part-time faculty participation in the Faculty Senate.

TA
10/12/16
TRC
SF

ARTICLE 16 - BENEFITS

- 16.1 The District shall maintain the benefits programs (in terms of service levels) in place as of January 1, 2001. These benefit programs include medical, dental, vision, long term care, life insurance and long-term disability. Any increases in costs to maintain the current level of service shall be borne by the District throughout the duration of the Agreement. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control these costs.

CB
SF
make
applies

- 16.1.1 Employees who currently have duplicate coverage from another non-District employer and have currently chosen to opt-out of District health coverage in exchange for a stipend of \$2,400 annually may continue to opt-out and receive this stipend (grandfathered). This opt-out provision is no longer provided to other employees of the District. This opt-out provision is also not provided to those employees who are currently grandfathered, but who later opt-in and accept the District's health coverage. All active employees otherwise not grandfathered by this article are required to participate in the medical plan. Employees with duplicate coverage from another non-District employer may choose to opt-out of District health coverage, in exchange for which they will receive a stipend of \$2,400 annually. Employees will be able to opt-out only during the annual open enrollment period, and will not be allowed to opt-in to District coverage 1) for a period of one year, or 2) unless a qualifying life event (i.e., marriage, divorce, birth/death of a dependent, loss of student status for dependent, and/or loss of coverage from the other source) takes place. Employees who opt out shall be required to provide the District with proof of medical coverage from another source. Employees who are covered under a District plan by a spouse or domestic partner will not be allowed to opt out.

10/12/2016
TRC
SF
make
applies
10/12/2016
TRC
CB
SF

- 16.2 Benefits for eligible faculty retirees and their spouses or domestic partners shall be provided (see Appendix J).
- 16.3 All faculty members shall be entitled to use the Wellness Center at the rate in effect for faculty on January 1, 2001.
- 16.4 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.
- 16.5 The District shall continue to make available its voluntary Internal Revenue Code Section 125 Flexible Spending Plan, which allows employees to set aside part of their salary on a pre-tax basis to pay some dependent care expenses, some unreimbursed medical expenses, and some employee-paid medical insurance premiums.
- 16.6 The Benefits Committee will be convened monthly to review current benefits and utilization rates, explore options, and make recommendations to the District and

the Palomar Faculty Federation for additions and changes to employee and retiree health and welfare benefits.

The parties will charge the District Employee Benefits Committee with the task of evaluating the medical plans offered by the District.

- 16.7 By participating in the Benefits Committee, the Federation does not waive any rights under the Educational Employment Relations Act to negotiate all matters within the scope of bargaining.
- 16.8 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the Joint Powers Authority, insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits for employees of the District.
- 16.9 Faculty membership in the Benefits Committee, to be selected by the PFF, shall include four (4) active faculty members and one (1) retired faculty member.
- 16.10 Each year the District shall allocate \$200,000 to fund the District's contribution to premium costs for part-time faculty health benefits. One-half of the amount shall be allocated to fall semester enrollee premiums, and one half of the amount allocated to spring semester enrollee premiums. If the District's portion of the premiums in any semester exceeds \$100,000, the enrollment to bring the District's premium contribution to \$100,000 shall be allocated in accordance with Section 16.10.5. If the semester premium costs for all participants are less than \$100,000, the remainder shall carry forward to the next semester. If annual premium costs for all participants are less than \$200,000, the remainder shall carry forward to the following fiscal year. The allocation of funds for part-time benefits will be reconsidered in annual reopeners.

For fiscal year 2012-13 only, the District will cover any shortfall in the District's contribution to premium costs.

- 16.10.1 The health benefit coverage shall apply to the part-time faculty member only. There shall be no coverage provided for the spouses, family or dependents of part-time faculty members.
- 16.10.2 The health plan shall be an HMO group plan to be selected by mutual agreement of the District and the PFF
- 16.10.3 The District shall charge the employee portion of benefits payments, twenty-five percent (25%), through payroll deduction in equal payments during each coverage period. In months when the employee is not on payroll, the employee contributions shall be deducted in full from the next paycheck. If the employee does not return to Palomar, the amount of the premium is due in full from the employee.
- 16.10.4 An eligible employee must be in good standing with respect to contribution payment, to remain eligible for benefits in subsequent enrollment periods.

- 16.10.5 The District shall pay seventy-five percent (75%) and a participating part-time faculty member shall pay twenty-five percent (25%) of the premium cost for HMO group medical coverage. Part-time faculty members shall be eligible to participate upon:
- Completing a minimum of a fifty percent (50%) load for at least three (3) of four (4) consecutive regular semesters or an average of 50% load for four consecutive regular semesters, **and**
 - Submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate form).

- 16.10.6 If the premium costs for eligible applicants would exceed the funds allocated pursuant to Section 16.10 above, eligible part-time faculty members shall receive health benefit coverage in the following order of priority:

- Those on Step 4 of the Part-Time (Adjunct) Faculty Salary Schedule, **followed by**
- Those on Steps 3, 2 and 1 of the Part-Time (Adjunct) Faculty Salary Schedule (in that order of priority)

If the budget allocation is insufficient to cover the District's share of premium costs for all eligible applicants on a given step, the order of priority among eligible applicants on that step shall be based upon the drawing of lots.

- 16.10.7 The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing October 1st and April 1st of each calendar year. Medical coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period.
- 16.10.8 Part-time faculty members shall not be eligible to participate if they are eligible for medical insurance coverage provided through Medicare, MediCal, the employment of a domestic partner or spouse, or their own current or former employment outside of the District. During any period they are participating in the District plan, participating part-time faculty members shall promptly notify the Human Resource Services office when they become eligible for such other medical coverage.
- 16.10.9 Part-time faculty members receiving health benefits under this Article who do not receive a qualifying assignment in the immediately subsequent semester may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.11 Emeritus Faculty Benefits

16.11.1 Emeritus faculty of Palomar College shall be entitled to the following benefits:

- Library borrowing privileges
- Staff parking pass
- Athletic event pass
- Staff discount for performing arts events
- E-mail account

16.11.2 The above benefits shall be provided by the District at no cost to Emeritus Faculty. Emeritus Faculty shall be entitled to the above benefits whether or not he or she is currently serving in a faculty assignment.

16.12 Child Development Center Teachers (see Appendix L) will receive the following employee benefits: Kaiser medical (full-time faculty plan), dental, vision, life/AD&D insurance, and long term care insurance.

PALOMAR COLLEGE FACULTY SCHEDULE OF BENEFITS

	Medical	Dental	Vision	Life/AD&D	LTC	LTD	Workers Compensation	OASDI
Full-Time Faculty	X (see note 1)	X	X	X	X	X	X	
Part-Time Faculty	X (see note 2)						X	X
Full-Time ECE Teachers	X (see note 3)	X	X	X	X	X	X	
Part-Time ECE Teachers	X (see note 2)						X	X
Eligible Retired Faculty	(see note 4)	(see note 4)						

LTC - Long-Term Care

LTD - Long-Term Disability

OASDI - Old Age Survivor Disability Insurance (Social Security) - unless participating in STRS

NOTE 1:

The District offers two (2) options in medical plan coverage: Kaiser and the Self Insured Schools of California (SISC) PPO Plan. (Specific provider coverage may be obtained from Human Resource Services Department)

Specific coverage for all above mentioned medical, dental, and vision plans may be obtained from Human Resource Services.

The level of Benefit coverage may differ among the various faculty groups.

NOTE 2:

The District offers one (1) HMO medical plan option per the terms outlined in Article 16, Section 16.10. (Specific provider coverage may be obtained from Human Resource Services Department)

NOTE 3:

CDC teachers (see Article 27) are enrolled in the Kaiser medical option only as identified in Note 1.

NOTE 4:

Eligible Retired Faculty:

Group I

- * Hired prior to 3/1/1994, employed for 20+ years
- * Retiree and eligible dependents will receive medical and dental benefits for the life of the retiree

Group I

- * Hired prior to 3/1/94, employed for 10 years but less than 20 years of service
- * Hired after 3/1/94 with at least 10 years of service
- * Retiree and eligible dependents will receive medical benefits up to age 65, and dental will continue for life of the retiree

Group I

- * Faculty who terminate with less than 10 years of employment are not eligible for District-paid health benefits
- * May continue health benefits on a self-pay basis for 18 months (COBRA)

**PALOMAR COMMUNITY COLLEGE DISTRICT
INTERIM DIRECTOR, DISABILITY RESOURCES
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

This First Amendment to Employment Contract (hereinafter referred to as the “First Amendment”) is made and entered into this tenth day of May, 2016 of by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the “Board” and “District”) and **Helen R. Elias** (hereinafter referred to as the “Employee”).

WHEREAS, Board and Employee entered into an initial employment contract (“Original Agreement”) with a term of September 13, 2016 through and including December 31, 2016; and

WHEREAS, it is the desire of the Board to continue to employ Employee in the Position of **Interim Director, Disability Resources** (hereinafter referred to as “Position”).

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of this First Amendment shall begin on January 1, 2017, and continue through and including June 30, 2017; however, as a CalSTRS retiree, Employee’s compensation cannot exceed the CalSTRS earnings limitation for the 2016-2017 fiscal year of \$41,732.
2. **NO CHANGES TO OTHER TERMS AND CONDITIONS.** All other terms and conditions of Employee’s Original Agreement remain in full force and effect for the term of this First Amendment, unless otherwise terminated or modified in accordance with the terms of the Original Agreement.

**ACCEPTANCE OF INTERIM DIRECTOR,
DISABILITY RESOURCES
FIRST AMENDMEN TO EMPLOYMENT CONTRACT**

I have reviewed this First Amendment to Employment Contract, and I accept this First Amendment and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: _____

Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: _____

Dr. Joi Lin Blake, Superintendent/President
Secretary to the Governing Board

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2017-2019**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 13th day of December by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Pajseu Lochungvu** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Information Services Manager, Systems and Programming** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(a). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2018, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective January 22, 2019, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **January 23, 2017**, and continue through and including **January 22, 2019** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for a term of more than twenty-four (24) months. It is expressly

understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary Grade **69/5** from January 23, 2017 through June 30, 2017, at salary grade **69/6** from July 1, 2017 through June 30, 2018, and at salary grade **69/7** from July 1, 2018 through January 22, 2019. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE. The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.

11. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.

- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

12. MODIFICATION OF CONTRACT. This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less

than 45 (forty-five) calendar days, written notice to the other party of the requested modification.

13. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
14. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
15. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
16. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
17. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
18. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: _____

Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: _____

Dr. Joi Lin Blake, Superintendent/President
Secretary to the Governing Board

Copy: Employee

**Classified Unit Classification Study: Final Allocation of Positions Excluded from Study
December 2016**

EXHIBIT J-10

Name	Current Classification Title	New Classification Title	Department	Pos. #	FTE	Current Grade	New Grade
Alex,Austin	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6556	1	G23	G26
Alvarado,Alma Patricia	ESL Program Assistant	Student Support Specialist I	English as a Second Language Department	5129	1	G18	G18
Alvarado,Elizabeth	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6553	1	G23	G26
Amen,Roslyn	Library Media Technician III	Library Technician II	Library	5048	1	G17	G17
Angulo,Ken	Custodian I	Custodian I	Custodial Services	5666	1	G08	G09
Benz,Susan R.	Senior Accounting Assistant	Senior Accounting Technician	Fiscal Accounting	5775	1	G20	G24
Boley,Paul	Wellness/Fitness Center Specialist	Administrative Specialist I	Wellness/Fitness Center	6604	1	G14	G18
Bravo,Patricia	Employment Technician	Employment Technician	Human Resource Services	6585	1	G22	G21
Camacho Mapusua, June	TTIP South Office Specialist	Administrative Specialist I	Telecommunications/Grants	6566	1	G10	G18
Coulombe,Jacques Pierre	Title III/STEM Instructional Support Assistant I	Instructional Support Assistant II	Mathematics Department	6505	1	G16	G20
Daily,Thomas George	Instructional Support Assistant I	Instructional Support Assistant II	Performing Arts Department	6568	1	G16	G20
De La Torre,Maria V.	Benefits Specialist	Benefits Specialist	Human Resource Services	6596	0.45	G23	G23
Fraga,Wendy	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6594	1	G23	G26
French,Wesley Morgan	Instructional Support Assistant III	Instructional Support Assistant III	Art Department	5090	1	G25	G24
Griggs, Melissa	Basic Skills Initiative Tutorial Specialist	Tutoring Center Coordinator	Languages and Literature	6571	0.45	G22	G23
Horn,Jessica Elaine	Veterans Services Technician	Veterans Services Specialist	Financial Aid, Veterans and Scholarship Services	6535	1	G23	G23
Koeplin-Day,Joshua	Athletic Trainer	Athletic Trainer - Certified	Athletics	6612	0.45	G28	G30
Lew,Calvin W.	Instructional Support Assistant I	Administrative Specialist I	Languages and Literature	6435	1	G16	G18
Lewko,Kristyn Michelle Canfield	Senior Academic Evaluator/Advisor	Lead Academic Records Analyst	Evaluations and Records	6580	1	G27	G27
Lopez,Gilberto	Custodian I	Custodian I	Custodial Services	6348	1	G08	G09
Martinez,Mario R	Tutorial Specialist	Tutoring Center Coordinator	Languages and Literature	6438	1	G22	G23
Murdoch,Timothy C	Instructional Support Assistant IV	Instructional Support Assistant IV	Art Department	5089	1	G27	G27
Neidiffer,Kellis K.	Academic Department Assistant	Academic Department Assistant	Library	6582	1	G23	G23
Pereyra, Alfredo R.	Custodian I	Custodian I	Custodial Services	6574	1	G08	G09
Petersen, Patricia	Staff Aide	Student Support Specialist I	Disability Resource Center	6584	1	G20	G18
Ratanpal,Harvey	Community Service Officer	Community Service Officer	Palomar College Police Department	6487	1	G11	G17
Roblero,Yesenia Beatriz	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6557	1	G23	G26
Rocha Duarte,Maria-Isabel	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6578	1	G23	G26
Schoneman,Elizabeth L	Counseling Services Specialist	Assessment Specialist	Counseling Department	6583	1	G20	G21
Shenouda,Riham Alfy	GEAR UP Site Coordinator	GEAR UP Site Coordinator	Grant Funded Student Programs	6554	1	G23	G26
Snyder,Marti R.	Enrollment Services Specialist	Admissions/Financial Aid Specialist II	Enrollment Services	5476	1	G20	G22
Sullivan,Douglas Robert	Custodian I	Custodian I	Custodial Services	6576	1	G08	G09
Tenney,Brad	American Sign Language/English Interpreter	American Sign Language/English Interpreter	Disability Resource Center	6032	0.75	G31	G31
Tyra, Allison	Senior Administrative Secretary	Administrative Specialist II	Counseling	6011	1	G23	G23
Vu,Diep M.	Instructional Support Assistant IV	Instructional Support Assistant IV	Life Sciences Department	5269	1	G27	G27

Name	Current Classification Title	New Classification Title	Department	Pos. #	FTE	Current Grade	New Grade
Wong,Brittany Ann	Staff Assistant	Administrative Specialist II	Transfer Center	6581	1	G23	G23
Ybarra, Stephanie	Employment Technician	Employment Technician	Human Resource Services	6541	1	G22	G21

Student and Short-Term Employee Hourly Pay Rates				
1/1/2017 - 6/30/2018				
	Student	Short-Term		
1	11.00	11.00		
2	13.00	13.00		
3	15.00	15.00		

MONTHLY BOARD REPORT: December 13, 2016

SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Custodial Services					
	Aguilar, Cesar	11/07/16	06/30/17	Service/Maintenance	\$12.00	Assistant II
	Samodumov, Stefan	10/24/16	06/30/17	Service/Maintenance	\$12.00	Assistant II
Department	Disability Resource Center					
	Case, Sandra	11/02/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Skinner, Kara	11/03/16	06/30/17	Technical/Paraprofessional	\$17.00	Assistant (professional)
Department	Early Childhood Education Lab School					
	Dean, Christopher	11/14/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
	McManus, Matthew	10/31/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
Department	English					
	Reyes, Genielysse	11/02/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Grant Funded Student Programs					
	Bailey, Erin	11/14/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Lee, Bibi	10/25/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Leon, Vanessa	10/25/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Madani Esfahani, Mina	10/25/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Pili, John Lester	11/17/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Rosario, Abbey	11/07/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Ruiz-Sanchez, Jennifer	11/10/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Vidaca, Maria	11/21/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Zafra, Alejandro	10/31/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Health Services					
	Paarman, Joyce	10/25/16	06/30/17	Technical/Paraprofessional	\$32.00	Assistant (professional)
	Rull, Medybill Hope	10/25/16	06/30/17	Technical/Paraprofessional	\$32.00	Assistant (professional)
	Ward, Christopher	10/25/16	06/30/17	Technical/Paraprofessional	\$32.00	Assistant (professional)
Department	Mathematics and Natural Health Sciences Division					
	Bennett, Jason	10/24/16	06/30/17	Technical/Paraprofessional	\$12.00	Tutor I
	Khalil, Ahmed	09/25/16	06/30/17	Technical/Paraprofessional	\$12.00	Tutor I
Department	Mathematics Learning Center					
	Rosario, Abbey	11/07/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
Department	Occupational and Noncredit Programs					
	Fawcett-Murders, Lani	11/07/16	06/30/17	Technical/Paraprofessional	\$25.00	Assistant (professional)
Department	Palomar College Police Department					
	Juarez Paredes, Rudy Lee	11/14/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
Department	Public Safety Programs					
	Contrado, Patrick	11/02/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
	Contrado, Patrick	11/02/16	06/30/17	Technical/Paraprofessional	\$17.64	Assistant (professional)
	Illions, Harrison Scott	11/10/16	06/30/17	Technical/Paraprofessional	\$20.48	Assistant (professional)
	Kavanaugh, Thomas	11/15/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
	Lane, Gary	12/14/16	06/30/17	Technical/Paraprofessional	\$24.28	Assistant (professional)
	McCauley, Justin	11/14/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
	McCauley, Justin	11/14/16	06/30/17	Technical/Paraprofessional	\$17.64	Assistant (professional)
Department	Superintendent/President's Office					
	Koivula, Kristi	11/01/16	06/30/17	Technical/Paraprofessional	\$25.00	Assistant (professional)

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Trade and Industry					
	Lopez, Dulce	10/24/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Tutorial Services					
	Catane Salazar, Ingrid	11/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Intern Tutor
Department	World Languages					
	Villa Chavez, Julio	10/25/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II

PeopleSoft
PAL PERSONNEL ACTIONS HISTORY

Page No. 1
Run Date 11/30/2016
Run Time 09:25:25

Report ID: PAL015ST
Personnel Action: HIR--
For the period 11/01/2016 through 11/30/2016

Effective Date	Action Reason	Employee Name	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department CHEMIST Chemistry Department SETID - PALMR											
11/14/2016		Miller,Serenity Mason	11/14/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	10.000000	H
Department GRAPHIC Graphic Communications Dept SETID - PALMR											
11/14/2016		Lugo,Juan Carlos	11/14/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	10.000000	H
Department LIBRARY Library SETID - PALMR											
11/14/2016		Parrish,Rebecca Kathleen	11/14/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	12.000000	H
Department MATH&NHS Math/Natural & Health Sci Div SETID - PALMR											
11/14/2016		Lingo,Michael William	11/14/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	12.000000	H
Department STUDNTAFRS Student Affairs SETID - PALMR											
11/10/2016		Martinez,David Alberto	11/10/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	10.000000	H

End of Report


OCEAN INSTITUTE
 24200 Dana Point Harbor Drive
 Dana Point, CA 92629

(949) 496-2274
 www.ocean-institute.org

PLEASE ADD

Palomar College
1140 West Mission Road
San Marcos, CA 92069
 Attention: Lisa Yon

Date: 11/17/2016
Program Id: 64676
Grade:

Program Agreement

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: **Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629**
A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received IN WRITING by the Ocean Institute AT LEAST 90 DAYS PRIOR to the scheduled program date, i.e. on or before Saturday, February 04, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

Program Name:	Human Impacts Lab/Cruise
Date and Time:	Friday, 5/5/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Dr. Lisa Yon (Palomar College)
Contact Info:	E-mail: LYon@palomar.edu
Program Count:	1 programs (at \$1,650.00 per program) incl. 45 students
Reservation Notes:	boat 12pm, lab 2pm
Program Notes:	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE SATURDAY, DECEMBER 17, 2016.~~

~~THE BALANCE OF \$1,500.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator	Title	Date
YOUR BILLING ADDRESS (if different from above address) _____		

Palomar College
1140 West Mission Road
San Marcos, CA 92069
Attention: Patty Deen

Date: 6/28/2016
Program Id: 64676
Grade:

Program Agreement

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629
A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Saturday, January 28, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**


Program Name: Human Impacts Lab/Cruises
Date and Time: Friday, 4/28/2017 7:30 AM to 11:30 AM (Check In: 7:15 AM)
Responsible Party: Ms. Patty Deen (Palomar College)
Contact Info: E-mail: pdeen@palomar.edu
Program Count: 1 programs (at \$1,650.00 per program) incl. 3 adults and 39 students
Reservation Notes:
Program Notes: Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE FRIDAY, SEPTEMBER 16, 2016.~~

~~THE BALANCE OF \$1,500.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

~~MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629~~

~~SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.~~


Authorized Administrator Title
YOUR BILLING ADDRESS (if different from above address)

Ronald E. Ballesteros-Perez
Asst. Superintendent/Vice President
Finance & Administrative Services
Palomar Community College District

8/15/16
Date

APPROVED BY
GOVERNING BOARD
PALOMAR COLLEGE

See Back for Additional Contractual Obligations

AUG 09 2016

PALOMAR COLLEGE CURRICULUM

SUBJECT:

Governing Board approval of curriculum changes effective Spring 2017 and Fall 2017

SUMMARY:

California Community Colleges are required to maintain evidence documenting that district governing board approval and college consensus has been secured for each curriculum proposal (new, substantial change, non-substantial change, and active/inactive status).

New course and program proposals, as well as substantial and non-substantial changes, recommended by the Curriculum Committee and the Faculty Senate to be included in the Palomar College Curriculum Inventory effective Fall 2016 are outlined in the attached "CURRICULUM ACTION ITEMS" documents dated: September 21, October 5, October 19, November 2 and November 16. Courses adding distance education and other non-substantial changes effective Spring 2017 may also be found in the attached "CURRICULUM ACTION ITEMS" documents dated: October 19, November 2 and November 16.

Substantial course changes typically include: TOP code, Course Credit Status, Maximum Units, Minimum Units, Course Basic Skills Status, Course SAM priority code, Course Prior to College Level, and Course Noncredit Category.

Non-substantial course changes typically include: Subject/Catalog Number, Course Title, Transfer Status, Cooperative Work Experience Education Status, Course Classification Status, Repeatability, Special Status, CAN Code, CAN Sequence Code, Funding Agency Category, Course Program Status.

Substantial program changes typically include: new certificate under same TOP code, new degree under same TOP code, new major/area of emphasis under same TOP code, TOP code change to a different TOP code discipline.

Non-substantial program changes typically include: title change, TOP code change within the same TOP code discipline, total unit change, addition/removal of courses.

DETAILS:

See the attached summary "CURRICULUM ACTION ITEMS" documents for detailed information regarding curriculum changes.

Palomar College
Curriculum Committee Meeting Actions
Wednesday September 21, 2016

I. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Fall 2017**:

A. **Program Deactivations**

1. Program Title: Commercial and Personal Insurance Services
Discipline: Insurance (INS)
Award Type: A.S. Degree Major/Cert. Achievement 18
Total Units: 33 – 36
Reason for Deactivation: Low or no demand since 2011.
L. Jackie Martin
2. Program Title: Insurance Services
Discipline: Insurance (INS)
Award Type: Certificate of Proficiency
Total Units: 12 – 15
Reason for Deactivation: Low or no demand since 2011.
L. Jackie Martin

B. **Credit Programs – New**

1. Program Title: Business Information Worker
Discipline: Business Education (BUS)
Award Type: Certificate of Achievement
Total Units: 12
Justification: preparation for the Administrative Assistant degree and is also CCC Business Information Worker Pathway sequence of classes.
Jackie Martin

C. **Credit Courses Changes**

1. Course Number and Title: AIS 107B Elementary Luiseno IB
Discipline: American Indian Studies (AIS)
Prerequisites: AIS 107A
Course included in the following programs:
 - i. American Indian Studies, Certificate of Achievement
 - ii. University Studies: Emphasis in World Languages, A.A. DegreeAssociate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 3: Arts and Humanities - 3B: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Removed FL cross-listing, added AIS 107A prerequisite, removed AIS 107A recommended prep, updated objectives, content outline, textbooks, required reading, suggested reading, outside assignments and critical thinking.
Patricia A. Dixon
2. Course Number and Title: AIS 108A Elementary Luiseno IIA
Discipline: American Indian Studies (AIS)
Prerequisites: AIS 107B
Course included in the following programs:

- i. American Indian Studies, Certificate of Achievement
- ii. General Studies: Emphasis in Arts and Humanities, A.A. Degree
- iii. University Studies: Emphasis in World Languages, A.A. Degree

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online

Removed FL cross-listing, added AIS 107B prerequisite, removed AIS/FL 107B recommended prep, updated objectives, methods of instruction, content outline, textbooks, critical thinking and methods of assessment.

Patricia A. Dixon

3. Course Number and Title: POSC 101 Introduction to Politics and American Political Institutions
Short Title: Intro POL/AMER POL Institution
Discipline: Political Science (POSC)
Course included in the following programs:

- i. General Studies: Emphasis in Social and Behavioral Sciences A.A. Degree Major
- ii. University Studies: Emphasis in Social Sciences A.A. Degree Major
- iii. Multimedia Journalism A.S. Degree Major/Cert. Achievement
- iv. Legal Studies A.A. Degree Major

Associate Degree General Education - D: Social and Behavioral Sciences

American History & Institutions - Sequence - POSC 102

CSU GE Area D: Social Sciences - D8: Political Science, Government, and Legal Institutions

IGETC Area 4: Social and Behavioral Sciences - 4H: Political Science, Government and Legal Institutions

Transfer Acceptability: UC, CSU

Updated catalog description, objectives, methods of instruction, outline and textbooks, updated CB11 from "A" to "Y."

Peter Bowman

D. Credit Courses Deactivations

1. Course Number and Title: CSIT 121 Advanced Computer Applications
Discipline: Computer Science and Information Technology - Information Technology (CSIT)
Prerequisites: CSIT 120
Course included in the following programs:

- i. University Studies: Emphasis in Business A.S. Degree Major

Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Telecourse, Online

Reason for deactivation: This course is no longer offered.

Ronald Burgher

2. Course Number and Title: CSIT 135 Access
Discipline: Computer Science and Information Technology - Information Technology (CSIT)
Course included in the following programs:

- i. Archaeology A.A. Degree Major

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Reason for deactivation: This course is no longer offered.

Stephen R. Perry

3. Course Number and Title: CSIT 140 Online Social Networks
Discipline: Computer Science and Information Technology - Information Technology (CSIT)
Distance Learning Offering(s): Online
Reason for deactivation: This course is no longer offered.
Ronald Burgher
4. Course Number and Title: CSWB 160 Perl Programming
Discipline: Computer Science and Information Technology - Web Technology (CSWB)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Reason for deactivation: This course is no longer offered.
Stephen R. Perry
5. Course Number and Title: WELD 166 Visual Inspection Level II
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing.
Kevin Powers
6. Course Number and Title: WELD 167 Visual Inspection Level III
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
7. Course Number and Title: WELD 170 Liquid Penetrant Testing Level I
Short Title: Liquid Penetrant Testing I
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
8. Course Number and Title: WELD 171 Liquid Penetrant Testing Level II
Short Title: Liquid Penetrant Testing II
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
9. Course Number and Title: WELD 172 Liquid Penetrant Testing Level III
Short Title: Liquid Penetrant Testing III
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
10. Course Number and Title: WELD 176 Magnetic Particle Testing Level II
Short Title: Magnetic Particle Testing II
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all

welding inspection and Non-Destructive Testing methods.

Kevin Powers

11. Course Number and Title: WELD 177 Magnetic Particle Testing Level III
Short Title: Magnetic Particle Testing III
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
12. Course Number and Title: WELD 180 Ultrasonic Testing Level I
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
13. Course Number and Title: WELD 181 Ultrasonic Testing Level II
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
14. Course Number and Title: WELD 182 Ultrasonic Testing Level III
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
15. Course Number and Title: WELD 183 Ultrasonic Phased Array Inspection Level I
Short Title: Ultrasonic Phased Array Insp
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
16. Course Number and Title: WELD 184 Ultrasonic Phased Array Inspection Level II
Short Title: Phased Array Insp Level II
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers
17. Course Number and Title: WELD 185 Ultrasonic Phased Array Inspection Level III
Short Title: Phased Array Insp Level III
Discipline: Welding (WELD)
Transfer Acceptability: CSU
Reason for deactivation: Per Advisory committee suggestion; offer 1 course introducing all welding inspection and Non-Destructive Testing methods.
Kevin Powers

E. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2017.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
AIS 107B	Online, Computer Assisted, Video Two Way, Video One Way, Telecourse
AIS 108A	Online, Computer Assisted, Video Two Way, Video One Way, Telecourse

F. **Requisites and Advisories**

The establishment of the following advisories meets Title 5 Regulations 55003, effective Fall 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
AIS 107B	Prerequisite	<u>AIS 107A</u>	Change
	Recomm. Prep.	AIS 107A	
AIS 108A	Prerequisite	<u>AIS 107B</u>	Change
	Recomm. Prep.	AIS/FL 107B	

Palomar College
Curriculum Committee Meeting Actions
Wednesday October 5, 2016

I. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Fall 2017**:

A. **Program Deactivations**

1. Program Title: Upholstery
Discipline: Upholstery (UP)
Award Type: Certificate of Proficiency
Total Units: 17.5
Reason for Deactivation: Steady decline in enrollments and no certificates awarded/earned during the past four years.
Solange Wasef

Palomar College
Curriculum Committee Meeting Actions
Wednesday October 19, 2016

I. ACTION - SECOND READING

The following curriculum changes, pending appropriate approvals, will be effective **Fall 2017**:

A. Changes – Credit Courses

1. Course Number and Title: ENG 135 Introduction to Creative Writing
Short Title: Intro to Creative Writing
Discipline: English (ENG)
Prerequisites: ENG 50, or eligibility for, ENG 100, as determined through the English placement process.
Transfer Acceptability: UC, CSU
Updated prerequisite wording and validation, textbooks and methods of assessment, updated CB 11 to Y (Credit Course).
Rocco L. Versaci
2. Course Number and Title: ENG 136 Intermediate Creative Writing
Discipline: English (ENG)
Prerequisites: ENG 50, or eligibility for, ENG 100, as determined through the English placement process.
Transfer Acceptability: UC, CSU
Updated prerequisite wording and validation, textbooks and methods of assessment, updated CB 11 to Y (Credit Course).
Rocco L. Versaci
3. Course Number and Title: ENG 137 The Literary Magazine: History and Production
Short Title: Literary Magazine: Hist/Prod
Discipline: English (ENG)
Prerequisites: ENG 50, or eligibility for, ENG 100, as determined through the English placement process.
Transfer Acceptability: CSU
Updated prerequisite wording and validation, textbooks and methods of assessment, updated CB 11 to Y (Credit Course).
Rocco L. Versaci
4. Course Number and Title: ENG 210 Survey of British Literature I
Discipline: English (ENG)
Prerequisites: ENG 50, or eligibility for, ENG 100, as determined through the English placement process
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 3: Arts and Humanities - 3B: Humanities
Transfer Acceptability: UC, CSU
Updated prerequisite wording and validation and textbooks, updated CB 11 to Y (Credit Course).
Rocco L. Versaci
5. Course Number and Title: ENG 211 Survey of British Literature II
Short Title: Survey/British Literature II
Discipline: English (ENG)
Prerequisites: ENG 50, or eligibility for, ENG 100, as determined through the English placement process
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

Transfer Acceptability: UC, CSU

Updated prerequisite wording and validation and textbooks, updated CB 11 to Y (Credit Course).

Rocco L. Versaci

6. Course Number and Title: GEOG 140 Introduction to Remote Sensing

Discipline: Geography (GEOG)

Transfer Acceptability: CSU

Removed recommended prep, updated outline and textbook, updated CB 11 to Y (Credit Course).

Wing H. Cheung

B. Deactivations – Credit Courses

1. Course Number and Title: BUS 120 Introduction to Office Information Systems

Short Title: Intro to Office Info Systems

Discipline: Business Education (BUS)

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Reason for Deactivation: The course is being deactivated due to an agreement with CSIT that their CSIT 105 course be the only course on campus for IC3 prep; for consistency as well.

L. Jackie Martin

C. New Courses – Noncredit

1. Course Number and Title: N MUS 948 Community Chorale

Discipline: Noncredit Music (N MUS)

Justification: Establish non-credit course for Adult 50+ community participants.

Ellen Weller

2. Course Number and Title: N MUS 951 Community Concert Band

Discipline: Noncredit Music (N MUS)

Justification: Establish non-credit course for Adult 50+ community participants to run concurrently with MUS 151 Concert Band.

Ellen Weller

3. Course Number and Title: N MUS 952 Community Jazz Ensemble

Discipline: Noncredit Music (N MUS)

Justification: Creation of non-credit curriculum for Adult learners 50+ to participate in music ensembles.

Ellen Weller

4. Course Number and Title: N MUS 955 Community Brass Ensemble

Discipline: Noncredit Music (N MUS)

Justification: Creation of non-credit curriculum for Adult learners 50+ to participate in music ensembles.

Ellen Weller

5. Course Number and Title: N MUS 972 Community Repertory Jazz Band

Discipline: Noncredit Music (N MUS)

Justification: Creation of non-credit curriculum for Adult learners 50+.

Ellen Weller

6. Course Number and Title: N MUS 998 Community Symphony Orchestra

Discipline: Noncredit Music (N MUS)

Justification: Develop non-credit course for Adults 50+ to run concurrently with MUS 198 Palomar Symphony Orchestra.

Ellen Weller

D. Requisites and Advisories

The establishment of the following advisories meets Title 5 Regulations 55003, effective Fall 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
ENG 135	Prerequisite	ENG 50, or Eligibility <u>eligibility</u> for, ENG 100, as determined through the English placement process.	Change
ENG 136	Prerequisite	ENG 50, or Eligibility <u>eligibility</u> for, ENG 100, as determined through the English placement process.	Change
ENG 137	Recomm. Prep. Prerequisite	ENG 50 or Eligibility for ENG 100 as determined through the English placement process. ENG 50, or <u>eligibility</u> for, ENG 100, as determined through the English placement process.	Change
ENG 210	Prerequisite	ENG 50, or Eligibility <u>eligibility</u> for, ENG 100, as determined through the English placement process.	Change
ENG 211	Prerequisite	ENG 50, or Eligibility <u>eligibility</u> for, ENG 100, as determined through the English placement process.	Change
GEOG 140	Recomm. Prep.	Basic familiarity with computers and the windows operating system.	Change

II. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Spring 2017**:

A. **DE Changes – Credit Courses**

- Course Number and Title: GEOG 103 World Regional Geography
Discipline: Geography (GEOG)
Associate Degree General Education - D: Social and Behavioral Sciences
CSU GE Area D: Social Sciences - D5: Geography
IGETC Area 4: Social and Behavioral Sciences - 4E: Geography
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online
Added distance education updated CB 11 to Y (Credit Course).
Catherine M. Jain
- Course Number and Title: POSC 102 Introduction to United States and California Governments
Short Title: Intro U.S./Calif Governments
Discipline: Political Science (POSC)
Associate Degree General Education - D: Social and Behavioral Sciences
American History & Institutions - Sequence - POSC 101
CSU GE Area D: Social Sciences - D8: Political Science, Government, and Legal Institutions
IGETC Area 4: Social and Behavioral Sciences - 4H: Political Science, Government and Legal Institutions
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Online
Updated textbooks and required reading, added distance education, updated CB 11 to Y (Credit Course).
Peter Bowman
- Course Number and Title: POSC 120 California Government
Discipline: Political Science (POSC)
Transfer Acceptability: CSU
Distance Learning Offering(s): Computer Assisted, Online
Added distance education, updated CB 11 to Y (Credit Course).
Peter Bowman

B. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Spring 2017.

Catalog/Subject Number

GEOG 103

POSC 102

POSC 120

Learning Offerings

Online

Computer Assisted, Online

Computer Assisted, Online

Palomar College
Curriculum Committee Actions
Wednesday November 2, 2016

I. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Fall 2017**:

A. **Credit Course Changes**

1. Course Number and Title: AIS 166B Elementary Cahuilla IB
Discipline: American Indian Studies (AIS)
Prerequisites: AIS 166A
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 3: Arts and Humanities - 3B: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online
Added AIS 166A as prerequisite, updated methods of instruction, required reading, suggested reading, outside assignments, methods of assessment and CB 11 to Credit Course.
Patricia A. Dixon
2. Course Number and Title: GCMW 154 Preparing Web Graphics
Discipline: Graphic Communications - Multimedia and Web (GCMW)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated description, objectives, content and textbooks, updated CB 11 to Credit Course.
Lillian S. Payn
3. Course Number and Title: GCMW 164 Interactive Web Graphics
Discipline: Graphic Communications - Multimedia and Web (GCMW)
Transfer Acceptability: CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Online
Updated description, objectives, content and textbooks and methods of assessment, updated CB 11 to Credit Course.
Lillian S. Payn
4. Course Number and Title: GERM 101 German I
Discipline: German (GERM)
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Updated description, objectives, outline, textbooks, suggested reading, outside assignments, required writing and methods of assessment, updated CB 11 to Credit Course.
Beatrice Manneh
5. Course Number and Title: GERM 102 German II
Discipline: German (GERM)
Prerequisites: GERM 101, or two years of high school German
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online

Updated description, objectives, outline, textbooks, outside assignments, required writing and methods of assessment, updated CB 11 to Credit Course.

Beatrice Manneh

6. Course Number and Title: GERM 201 German III

Discipline: German (GERM)

Prerequisites: GERM 102, or three years of high school German

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online

Updated description, objectives, outline, textbooks, required reading, outside assignments, required writing and methods of assessment, updated CB 11 to Credit Course.

Beatrice Manneh

7. Course Number and Title: GERM 202 German IV

Discipline: German (GERM)

Prerequisites: GERM 201, or four years of high school German

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English

Transfer Acceptability: UC, CSU

Updated description, objectives, outline, textbooks, required reading, suggested reading, outside assignments, required writing, methods of assessment and CB 11 to Credit Course, updated CB 11 to Credit Course.

Beatrice Manneh

8. Course Number and Title: LT 130 Library Media and Technology

Discipline: Library Technology (LT)

Transfer Acceptability: CSU

Distance Learning Offering(s): Video Two Way, Online

Updated description, objectives, methods of instruction, content, textbooks, required reading, suggested reading, outside assignments, critical thinking, required writing and methods of assessment, updated CB 11 to Credit Course.

Linda Morrow

B. New Noncredit Courses

1. Course Number and Title: N BMGT 905 How to Start a Business

Discipline: Noncredit Business Management (N BMGT)

Justification: This course is being created as part of the new non-credit curriculum based on the adult block ed grant.

Mary Cassoni

C. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2017.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
AIS 166B	Online
GCMW 154	Online
GCMW 164	Computer Assisted, Video Two Way, Online
GERM 101	Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
GERM 102	Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
GERM 201	Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
LT 130	Video Two Way, Online

D. **Requisites and Advisories**

The establishment of the following advisories meets Title 5 Regulations 55003, effective Fall 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
AIS 166B	Prerequisite	<u>AIS 166A</u>	Change
GERM 201	Prerequisite	GERM 102, or three years of high school German	Change
GERM 202	Prerequisite	GERM 201, or four years of high school German	Change

II. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Spring 2017**:

A. **DE Changes – Credit Courses**

- Course Number and Title: ANTH 121 Cultural Resource Management
Discipline: Anthropology (ANTH)
Recommended Prep: ANTH 120
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated textbooks, added Distance Education
James D. Eighmey
- Course Number and Title: CHDV 110 Introduction to Special Education
Short Title: Intro to Special Education
Discipline: Child Development (CHDV)
Associate Degree General Education - D: Social and Behavioral Sciences
CSU GE Area D: Social Sciences - D9: Psychology
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated textbooks, added Distance Education.
Jenny Ferrero
- Course Number and Title: HIST 107 World History To 1650
Discipline: History (HIST)
Associate Degree General Education - D: Social and Behavioral Sciences
CSU GE Area C: Arts and Humanities - C2: Humanities
CSU GE Area D: Social Sciences - D6: History
IGETC Area 3: Arts and Humanities - 3B: Humanities
IGETC Area 4: Social and Behavioral Sciences - 4F: History
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online

Updated methods of instruction, suggested reading, methods of assessment, indicated no open entry/open exit, added distance education, updated CB 11 to Credit Course.

Travis Ritt

B. Distance Learning

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Spring 2017.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
ANTH 121	<u>Online</u>
CHDV 110	<u>Online</u>
HIST 107	<u>Online</u>

C. Requisites and Advisories

The establishment of the following advisories meets Title 5 Regulations 55003, effective Spring 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
ANTH 121	Recomm. Prep.	ANTH 120	Change

Palomar College
Curriculum Committee Actions
Wednesday November 16, 2016

I. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Fall 2017**:

A. **Credit Program Changes**

1. Program Title: E-Marketing
Discipline: Business Education (BUS)
Award Type: A.S. Degree Major/Cert. Achievement 18 units/more
Total Units: 27
From program requirements, removed GCMW 204, added GCMW 102 or GCMW 105 option,
from electives, removed ACCT 101, BMGT 105 and 104, BUS 117, 140, 185, and 190, removed
GCMW 165 and 205, added BUS 125 and BUS 100.
Mary Cassoni
2. Program Title: Fire Technology: Emergency Management
Discipline: Fire Technology (FIRE)
Award Type: A.S. Degree Major/Cert. Achievement 18 units/more
Total Units: 33
Added FIRE 142 to program requirements, removed FIRE 142 from electives, updated total units.
Wayne Hooper
3. Program Title: Fire Technology: General
Discipline: Fire Technology (FIRE)
Award Type: A.S. Degree Major/Cert. Achievement 18 units/more
Total Units: 36
Added FIRE 142 to program requirements, removed FIRE 142 from electives, updated total units.
Wayne Hooper

B. **New Credit Courses**

1. Course Number and Title: MUS 280 Music Composition Workshop I
Discipline: Music (MUS)
Justification: Completion of this course is required for sophomore level undergraduate music
composition majors.
Madelyn R. Byrne
2. Course Number and Title: MUS 281 Music Composition Workshop 2
Discipline: Music (MUS)
Prerequisites: MUS 280
Justification: This course is required for students who are music composition majors and who
wish to transfer, at the junior level, to four year institutions.
Madelyn R. Byrne

C. **Credit Course Changes**

1. Course Number and Title: CHDV 185 Introduction to Curriculum
Discipline: Child Development (CHDV)
Recommended Prep: A minimum of 12 Child Development units.
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Removed CHDV 105 prerequisite/concurrent enrollment, updated textbook, added online

distance education, updated CB11 code to credit course.

Jenny Fererro

2. Course Number and Title: CSIT 160 Oracle Database Management Systems
Short Title: Oracle Database Mgmt Systems
Discipline: Computer Science and Information Technology - Information Technology (CSIT)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Removed CSIT 105 and CSIT 125 as recommended preparation, title change.
Stephen R. Perry
3. Course Number and Title: GCMW 232 Web Accessibility Design
Discipline: Graphic Communications - Multimedia and Web (GCMW)
Prerequisites: GCMW 102
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Removed GCMW 202 and GCMW 220 as prerequisites, added GCMW 102 as prerequisite, updated textbooks.
Lillian S. Payn
4. Course Number and Title: MUS 151 Concert Band
Discipline: Music (MUS)
Transfer Acceptability: UC, CSU
Repeatability: May be taken 4 times.
Added audition enrollment limitation, updated objectives, critical thinking and repeatability (transfer only).
Paul Kurokawa
5. Course Number and Title: MUS 155 Chamber Ensemble - Brass
Discipline: Music (MUS)
Transfer Acceptability: UC, CSU
Repeatability: May be taken 4 times.
Added audition enrollment limitation, updated objectives.
Paul Kurokawa
6. Course Number and Title: TA 140 History of the Theatre From Ancient Greece Through the 17th Century
Short Title: HIST/THEATRE THRU 17 CENTURY
Discipline: Theatre Arts (TA)
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Video Two Way, Video One Way, Telecourse, Online
Updated methods of instruction and textbooks, added required reading, suggested reading, critical thinking, required writing and methods of assessment.
Chris Sinnott
7. Course Number and Title: TA 141 History of the Theatre From the 18th Century to the Present
Short Title: HIST/THEATRE 18 CENTURY-PRSENT
Discipline: Theatre Arts (TA)
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Video Two Way, Video One Way, Telecourse, Online

Updated methods of instruction and textbooks, added required reading, suggested reading, outside assignment, critical thinking, required writing and methods of assessment, added open entry/open exit.

Chris Sinnott

D. Credit Course Deactivations

1. Course Number and Title: CSWB 130 Mobile Web Application Development
Short Title: Mobile Web App Development
Discipline: Computer Science and Information Technology - Web Technology (CSWB)
Recommended Prep: CSWB 120 JavaScript
Course Included in the following programs:
 - A. Information Technology, A.S. Degree Major/Cert. Achievement 18 units/more
 - B. Web Developer with Emphasis in Java/Open Source Certificate of Proficiency
 - C. Web Developer with Emphasis in Windows Certificate of ProficiencyTransfer Acceptability: CSU
Distance Learning Offering(s): Online
Reason for Deactivation: The material taught in this class has been merged into CSWB 135.
Stephen R. Perry
2. Course Number and Title: CSWB 220 Advanced JavaScript
Discipline: Computer Science and Information Technology - Web Technology (CSWB)
Prerequisites: CSWB 120
Course Included in the following programs:
 - A. Information Technology, A.S. Degree Major/Cert. Achievement 18 units/more
 - B. Web Developer with Emphasis in Java/Open Source Certificate of ProficiencyTransfer Acceptability: CSU
Distance Learning Offering(s): Online
Reason for Deactivation: The content for this course has been incorporated into CSWB 135.
Stephen R. Perry
3. Course Number and Title: MICR 197 Microbiology Topics
Discipline: Microbiology (MICR)
Transfer Acceptability: CSU
Reason for Deactivation: We are renaming all microbiology courses to have the biology prefix as is done at most colleges and universities.
Elizabeth A. Pearson
4. Course Number and Title: ZOO 197 Zoology Topics
Discipline: Zoology (ZOO)
Transfer Acceptability: UC, CSU
Reason for Deactivation: We are consolidating zoo 197 with Bio 197 as part of our effort to rename our zoology courses to Biology as is done in most colleges and universities.
Elizabeth A. Pearson
5. Course Number and Title: ZOO 295 Directed Study in Zoology
Discipline: Zoology (ZOO)
Prerequisites: Approval of project or research by department chairperson
Course Included in the following programs:
 - A. Biology-General A.S. Degree Major/Cert. Achievement 18 units/moreTransfer Acceptability: UC, CSU
Reason for Deactivation: this course is being consolidated with Biology 295 as part of our effort to rename all zoology courses to have the biology prefix as is done at most colleges and universities.
Elizabeth A. Pearson

E. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2017.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
CHDV 185	<u>Online</u>
CSIT 160	Online
GCMW 232	Online
RE 115	Online
TA 140	Video Two Way, Video One Way, Telecourse, Online
TA 141	Video Two Way, Video One Way, Telecourse, Online

F. **Requisites and Advisories**

The establishment of the following advisories meets Title 5 Regulations 55003, effective Fall 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
MUS 281	Prerequisite	<u>MUS 280</u>	New
CHDV 185	Recomm. Prep.	A minimum of 12 Child Development units	Change
CHDV 185	Prereq/Compl.	CHDV 105	Change
CSIT 160	Recomm. Prep.	CSIT 105 and CSIT 125	Change
GCMW 232	Prerequisite	GCMW 202 and GCMW 220 <u>GCMW 102</u>	Change
MUS 151	Enroll. Limit.	<u>Audition</u>	Change
MUS 155	Enroll. Limit.	<u>Audition</u>	Change

II. **ACTION - SECOND READING**

The following curriculum changes, pending appropriate approvals, will be effective **Spring 2017**:

A. **DE Changes – Credit Courses**

- Course Number and Title: CHDV 101 Principles and Practices of Teaching Young Children
Short Title: Principles & Practices
Discipline: Child Development (CHDV)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated textbooks, added online distance education, updated CB11 code to credit course..
Laurel Anderson
- Course Number and Title: CHDV 102 Working with Parents and Families
Short Title: Working with Parents/Families
Discipline: Child Development (CHDV)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated methods of instruction and textbooks, added online distance education, updated CB11 code to credit course..
Laurel Anderson
- Course Number and Title: CHDV 103 Infant and Toddler Development
Discipline: Child Development (CHDV)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated textbook, added online distance education, updated CB11 code to credit course..
Jenny Ferrero
- Course Number and Title: CHDV 104 Guidance for Young Children
Discipline: Child Development (CHDV)
Transfer Acceptability: CSU
Distance Learning Offering(s): Online

Updated methods of instruction and textbook, added online distance education, updated CB11 code to credit course.

Laurel Anderson

5. Course Number and Title: CHDV 106 Infant and Toddler Care and Curriculum
Short Title: Infant and Toddler Curriculum
Discipline: Child Development (CHDV)
Recommended Prep: CHDV 103
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Updated textbook, added online distance education, updated CB11 code to credit course.

Jenny Fererro

6. Course Number and Title: CHDV 112 Early Intervention and Inclusion
Short Title: Early Intervention & Inclusion
Discipline: Child Development (CHDV)
Recommended Prep: CHDV 110
Transfer Acceptability: CSU
Distance Learning Offering(s): Online
Added online distance education, updated CB11 code to credit course.

Jenny Fererro

7. Course Number and Title: GEOG 105 People and the Environment: Introduction to Human Geography
Short Title: People and the Environment
Discipline: Geography (GEOG)
Associate Degree General Education - D: Social and Behavioral Sciences
Associate Degree Multicultural Requirement - Yes
CSU GE Area D: Social Sciences - D5: Geography
IGETC Area 4: Social and Behavioral Sciences - 4E: Geography
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online
Added online distance education.

Catherine M. Jain

B. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Spring 2017.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
CHDV 101	<u>Online</u>
CHDV 102	<u>Online</u>
CHDV 103	<u>Online</u>
CHDV 104	<u>Online</u>
CHDV 106	<u>Online</u>
CHDV 112	<u>Online</u>
GEOG 105	<u>Online</u>

C. **Requisites and Advisories**

The establishment of the following advisories meets Title 5 Regulations 55003, effective Spring 2017.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
CHDV 106	Recomm. Prep.	CHDV 103	Change
CHDV 112	Recomm. Prep.	CHDV 110	Change

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
AUXILIARY ORGANIZATION
8800 Grossmont College Drive, El Cajon, CA 92020**

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement") is made and entered into this 1st day of November 2016, by and between the Grossmont-Cuyamaca Community College District on behalf of its sponsored program Proposition 39 Clean Energy Grant ("District"), and Palomar Community College ("Subcontractor"), collectively "Parties."

WHEREAS, the District has been awarded a Grant agreement from the California Community College Chancellor's Office ("Granting Agency") for the purpose of performing work for the project entitled Proposition 39 Program Improvement Funding funded under the Proposition 39 Clean Energy Grant ("Grant"); and

WHEREAS, the District has been designated as the Fiscal Agent for the Proposition 39 Program Improvement Funding for the San Diego and Desert Region and is responsible for allocation and distributing funds to each community college within the region who is participating in energy related instructional programs.

WHEREAS, the District has authorized the Grossmont-Cuyamaca Community College District Auxiliary Organization ("Auxiliary") to enter into a subcontract agreement for the partial performance of its responsibilities under the Grant; and

WHEREAS, Subcontractor has expressed a willingness to perform the work described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in the Agreement, the Auxiliary and Subcontractor agree as follows:

1. **PROJECT WORKPLAN.** Subcontractor agrees to provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit A, Program Improvement Funds Application ("Work") which is attached hereto and incorporated by reference in this Agreement. Subcontractor agrees that funds will be used for approved equipment, curriculum development, professional development, and other related costs necessary to develop, enhance, retool and expand quality energy efficiency or support programs as described in the Program Improvement Funds Application documents submitted by Subcontractor. Subcontractor will also ensure its compliance with the California Community College Chancellor's Office procurement processes and all requirements are met, and keep accurate accounting records. As needed, the Work can be amended and modified to adjust the use of funds, with mutual agreement between the Parties as stipulated in this Agreement. Subcontractor may not begin specified work without a fully-executed Agreement.

2. **TERM.** Agreement shall commence as of November 1, 2016 and be in full force and effect through June 30, 2017 unless terminated earlier or modified in accordance with this Agreement.

3. **COMPENSATION.** Auxiliary shall disburse funds to the Subcontractor the sum not to exceed \$106,180 for the performance of the Work set forth in this Agreement after delivery and acceptance by the Auxiliary. No taxes or other deductions will be taken from this payment, as Subcontractor shall act in an independent capacity and will be responsible for all taxes related to this payment.

Funding for this project is provided by the Granting Agency. The Auxiliary's obligation to pay the Subcontractor is conditioned upon receipt of funding from the Granting Agency and upon the Subcontractor's compliance with the terms and conditions of this Agreement. Subcontractor acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. The Auxiliary shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Subcontractor in the event the funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for this Agreement, Auxiliary and Subcontractor shall

meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between the Auxiliary and Subcontractor within 10 days of the first meeting, either party shall have the right to terminate within ten (10) days written notice of termination.

4. **DELIVERABLES.** Subcontractor will work directly with the Proposition 39 grant staff to ensure expected outcomes identified in the attached Exhibit A are fulfilled and collect student and faculty data as needed to accurately complete reporting.

5. **INVOICE.** To be paid, Subcontractor will: 1) prepare and submit a quarterly itemized invoice listing all work performed, authorized reimbursable costs, expenses and purchases, and other allowable costs expended for that period, and 2) attach supporting documentation of expenditures for that period. Invoices shall be submitted as follows:

Invoice for period 11/01/16 – 12/31/16, supporting documentation and report due 1/20/17

Invoice for period 01/01/17 – 03/31/17, supporting documentation and report due 4/20/17

Final Invoice for period 04/01/17 – 06/30/17, supporting documentation and final report due 7/15/17

All invoices submitted must include an invoice number, invoice date, and reference to contract number 3867-4663-R3. Invoices should be submitted to the Auxiliary's Director of Administrative Services who shall verify that the work and services have been satisfactory performed and recommend payment thereof.

Payment is contingent upon satisfactory performance of Work. Payment terms are net 30 days after receipt of properly completed invoices. All correspondence and invoices shall include the contract number as referenced above. Failure to properly document any correspondence and invoices may result in delay of payment to Subcontractor.

6. **REPORTING AND FINAL REPORTING.** Subcontractor will submit a quarterly report with an invoice in accordance with the invoicing scheduled as referenced in Section 5. All reports, including the final report, shall detail how the funds were utilized and the outcomes and impacts of the expenditures. Reporting will follow a format in compliance by the California Community Colleges Chancellor's Office Economic and Workforce Development Division reporting requirements.

7. **PROCUREMENT.** The Subcontractor shall secure all equipment and services that are required in the performance of this Agreement and shall comply with their district's procurement policy and procedures adopted by their governing board. The Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of equipment procured.

8. **TRAVEL.** For travel necessary to the performance of this Agreement, Subcontractor's travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by Subcontractor's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.

9. **TERMINATION.**

A. If Granting Agency terminates the Grant in whole or in part for any reason, the Auxiliary may terminate this Agreement to the same extent, effective upon written notice. The conditions of termination, including allowability of close-down costs and costs for pre-existing obligation, shall be the same conditions as the conditions imposed upon the Auxiliary by Granting Agency.

B. Either party may at its option terminate this Agreement at any time upon giving (30) days advance written notice of termination to the other party. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Auxiliary shall pay Subcontractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Subcontractor have been avoided, but not in excess of the maximum payable under this Agreement as specified in the Compensation section.

Notice of termination shall be sent in accordance with the Notices section of this Agreement. Upon receipt or issue by Subcontractor of a written termination notice, Subcontractor shall cancel all outstanding obligations under this Agreement. Work shall stop, and Subcontractor shall not incur new obligations after the effective date of the termination.

10. INDEPENDENT CONTRACTOR. The Subcontractor, and the agents and employees of Subcontractor in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Auxiliary.

11. AMENDMENTS. This Agreement may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument and executed by the Auxiliary.

12. ASSIGNMENT. The Subcontractor may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the Auxiliary.

13. INDEMNIFICATION. Subcontractor, its heirs and/or assigns ("Indemnitor") will indemnify, defend and hold the Auxiliary, and its directors, officers, trustees, employees, and volunteers, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Work or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Work and/or (d) any willful or negligent act or omission by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Auxiliary must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity. This indemnification provision shall survive termination of the Agreement and remain in effect.

14. CONFIDENTIALITY OF MATERIAL. All material given to or made available to Subcontractor by virtue of this Agreement, whether oral or written, will be safeguarded by Subcontractor and shall not be disclosed to any individual or organization without the prior written approval of the Auxiliary.

15. INTELLECTUAL PROPERTY. Subcontractor agrees that any and all Services and Work rendered and documents or other materials, inventions, processes, and/or trademarks or servicemarks created, developed or produced pursuant to this Agreement whether by Subcontractor, or any employees or subcontractors to this Agreement, shall be and are Work Made for Hire pursuant to Section 201 of the United States Copyright Act of 1976, as amended (the "Copyright Act"). The copyright for all Work created, developed, or produced as a result of this Agreement shall belong to the Auxiliary and all rights, title, and interest in and to the Work created, developed, or produced under this Agreement or under any subcontract shall be assigned and transferred to the Auxiliary. This Work Made for Hire clause shall survive the expiration or early termination of this Agreement. Accordingly, without limiting the generality of the foregoing, Auxiliary shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity. All electronic and digital files used to complete the Work shall be delivered to Auxiliary in electronic format upon request.

In performing the Work and services under this Agreement, Subcontractor agrees not to design, develop, or provide any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including

trade secrets), privacy or other rights of any person or entity. If Subcontractor becomes aware of any such possible infringement in the course of performing any work hereunder, Subcontractor agrees to indemnify, defend, and hold Auxiliary, its officers, directors members, employees, representatives, agents and the like harmless for such alleged or actual infringement and for any liability, debt or other obligation arising out of or as a result of or relating to the Agreement, the performance of the Agreement, or the Work. This indemnification shall include attorneys' fees and expenses, unless Subcontractor defends against the allegations using counsel reasonably acceptable to the Auxiliary.

To the extent the Work is not deemed to be a Work Made for Hire, Subcontractor hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to the Auxiliary all rights, title and interest to such Work, including but not limited to all other patent rights, copyrights, trademark rights, and trade secret rights.

If this Agreement is terminated, Subcontractor will promptly, upon request, provide to the Auxiliary all Work prepared, in both hard and soft format. Auxiliary retains the right to use Work regardless of any disputes including but not limited to disputes over payment.

16. **AUDIT.** Subcontractor agrees that the Auxiliary, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employee who might reasonably have information related to such records. Subcontractor agrees to include a similar right to the California Community College Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

17. **INSURANCE.** Subcontractor shall carry general liability insurance and comprehensive general and wrongful acts coverage with limits of no less than \$1,000,000 per occurrence. Said general liability insurance policy shall carry an endorsement naming the Grossmont-Cuyamaca Community College District Auxiliary Organization, its officers, board members, agents, employees, and volunteers as additional insured. Subcontractor shall carry workers' compensation insurance covering its employees assigned to implement services under this Agreement.

18. **UNENFORCEABLE PROVISION.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. **GOVERNING LAW.** The validity of this Agreement and any of its terms and/or provision, as well as the rights and duties of the part to this Agreement shall be governed by the laws of the State of California. Any action at law or in equity to enforce or interpret the provision of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California.

20. **NOTICES.** All notices required by this Agreement shall be by written instrument and shall be delivered to the other party via (i) U.S. mail, postage prepaid, (ii) hand delivery, or (iii) electronic mail to the following individuals:

Notice to the Auxiliary:

GCCCC Auxiliary Organization
Attn: Director of Administrative Services
8800 Grossmont College Drive
El Cajon, CA 92020-1799
Email: sara.suter@gcccd.edu

Notice to Subcontractor:

Palomar Community College
1140 W. Mission Road
San Marcos, CA 92069
Email: sgarland@palomar.edu

21. **EXECUTION OF THIS AGREEMENT.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

22. AUTHORITY TO BIND. The parties each represent and warrant that the signatories below are authorized to sign this Agreement.

23. TERMS AND CONDITIONS. The parties hereto acknowledges that they have read and understood this Agreement completely, and willfully comply with all terms and conditions of this Agreement set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates of their signatures.

GROSSMONT-CUYAMACA COMMUNITY
COLLEGE DISTRICT AUXILIARY
ORGANIZATION

PALOMAR COMMUNITY COLLEGE

By: 
(Signature of authorized official)

By: _____

Name: Sara Suter

Name: _____

Title: Director of Administrative Services

Title: _____

Date: 11/15/14

Date: _____

**Prop 39 Colleges
Cuyamaca College, FISCAL AGENT**

Program Improvement Funds Application

Narrative

II. Need Statement:

Over the last 30 years, Palomar Community College has had a great ROP Program. One of their successful programs was the HVAC/Refrigeration Certificate of Achievement. Approximately 12 years ago when ROP was eliminated at the community college level, the program was canceled.

Palomar is now in the process of reactivating the program to college credit starting in the Fall 2017 semester. Palomar is proposing an 18 unit certificate of achievement with the option of an AS degree.

Per the EDD, the estimated employment for HVAC for 2012-2022 is 1,830 jobs for a percentage change of 27.1%. The hourly mean wage is \$26.14 for the San Diego –Carlsbad area. Per ONET, the national median wage for 2015 was \$21.69 per hour, and total employment in 2014 is 292,000 employees. The projected growth is +14% change.

III. How Identified Activities Will Meet the Need:

The following classes need to be reactivated and revise former ROP coursework. We propose 40 hours of curriculum development will be needed. Also 20 hours will be needed to reactivate and revise former ROP certificate.

ACR-50 Air Conditioning/Heating/Refrigeration: Electrical

Re-activate: Change number to ACR-100, and 3 units college credit. Update content to 1.5 hours lecture and 4.5 hours laboratory.

ACR-55 Air Conditioning/Heating/Refrigeration: Mechanical

Re-activate: Change number to ACR-105, and 3 units college credit. Update content to 1.5 hours lecture and 4.5 hours laboratory.

ACR-56 Air Conditioning/Heating/Refrigeration: Advanced

Re-activate: Rename to Air Conditioning/Heating/Refrigeration: Advanced Gas. Change number to ACR-110, and 3 units college credit. Update content to 1.5 hours lecture and 4.5 hours laboratory.

ACR-58 Refrigerant Recovery

Re-activate: Rename to Refrigerant Recovery/Leak test. Change number to ACR-140 and 3 units college credit. Update content to 1.5 hours lecture and 4.5 hours laboratory

Funds are also needed to design classroom and laboratory layout while specifying tooling, equipment and laboratory requirements, specialty software of Simutech for training programs and simulators to reduce the running time of real equipment. Additionally, funds are needed for recovery equipment,

Exhibit A
Contract 3867-4663-R3

PROP. 39 PROJECT WORKPLAN						
Project Performance Period	2016-2017				Division	PALOMAR COMMUNITY COLLEGE DISTRICT
Name of Program	HVAC				College	PALOMAR COLLEGE
TOP Code	945.00				Chancellor's Office Use Only	
Third Party Certificate					Date Received	
Other TOP Code		Approved:			Change Requested	
Other Third Party Certificate		Approved:			Date Approved	
Activity	Description	Activity Date	Qty #	MP #	LR	Amount Requested
Re-activate and Revise De-activated ROP Coursework: 40 hours	LIST OF COURSES IN NARRATIVE	OCT-DEC				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$2,880.00
B. Re-activate and Revise De-activated ROP Certificate: 20 hours		OCT-DEC				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$1,440.00
Design the facilities: 50 hours	Design the classroom and laboratory layout. Specify tooling, equipment and other laboratory requirements.	OCT-FEB				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$3,600.00
Purchase specialty equipment	Simultech: Software, training programs and simulators to reduce the running time of real equipment-7 modules at \$2500 each.	OCT-MAY				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$17,500.00
Recovery equipment, refrigerants, and tools	Supplies, equipment and tools	OCT-MAY				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$30,000.00
High Efficiency equipment converted to training aids	Modified Heating and AC units	OCT-MAY				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$35,000.00
Solar panels, data, logging major load times and thermal storage heat recovery systems	Outside yard with solar equipment	OCT-MAY				Dennis Lutz, Department Chair, dlutz@palomar.edu (760) 744-1150 x2560 \$10,000.00
Total Requested						\$100,420.00

Exhibit A
Contract 3867-4663-R3

Prop 39 Application Budget Detail Sheet		
Chancellor's Office California Community Colleges	District: Palomar Community College District	
	College: Palomar College	
	Program Year: 2016-2017	
	Source of Funds: PROP 39	
Object of Expenditure ¹	Classification	Funds Requested
1000	Instructional Salaries	\$ 6,600.00
	Instructor(s) (110 hours @ \$60)	
2000	Noninstructional Salaries	
3000	Employee Benefits	\$ 1,320.00
	Instructor (\$6,600 x 20%)	
4000	Supplies and Materials	
5000	Software	
	Simutech: Software, training programs and simulators to reduce the	\$ 17,500.00
	running of real equipment (7 modules @ \$2500)	
6000	Capital Outlay	
	Recovery equipment, refrigerants and tools	\$ 30,000.00
	High efficiency equipment converted to training aids	\$ 35,000.00
	Solar panels, data logging major load times and thermal recovery systems	\$ 10,000.00
Total Direct Costs		\$ 100,420.00

No indirect allowed on Program Improvement funding

**Prop 39 Colleges
Cuyamaca College, FISCAL AGENT**

Program Improvement Funds Application

Narrative

II. Need Statement:

We would like to continue the Construction Inspection Courses a wholly online certificate of proficiency. Courses would include the up-to-date U.S. Green Building Council and "LEED" (Leaders in Energy and Environmental Design) applications. Construction Inspection classes would also be built into the revised HVAC program.

III. How Identified Activities Will Meet the Need:

Revision of correct curriculum would need approximately 80 hours of curriculum development to revise the program as an online certificate of proficiency.

IV. Outcomes Expected:

Increased attendance, less travel and a wider area of need covered due to online curriculum.

Exhibit A

Contract 3867-4663-R3

PROP. 39 PROJECT WORKPLAN

Project Performance Period: 2016-2017				District: PALOMAR COMMUNITY COLLEGE DISTRICT			
Name of Program: Construction Inspection				College: PALOMAR COLLEGE			
TOP Code: 957.20				Chancellors Office Use Only			
Third Party Certificate:				Date Received			
Other TOP Code:		Approved:		Changes Requested			
Other Third Party Certificate:		Approved:		Date Approved			
Activity	Description	Activity Date	Obj. #	MP #	LI #	Responsible Persons	Amount Requested
Convert current Construction Inspection certificate to fully online certificate of proficiency	Update the current 10 Construction Inspection classes to wholly online, so 8 hours per class for a total of 80 hours.	OCT-MAY				Dennis Lutz , Department Chair, dlutz@palomar.edu (760) 744-1150 x2560	\$5,760.00
Total Requested							\$5,760.00

Exhibit A
Contract 3867-4663-R3

Prop 39 Application Budget Detail Sheet		
Chancellor's Office California Community Colleges	District: Palomar Community College District	
	College: Palomar College	
	Program Year: 2016-2017	
	Source of Funds: Prop 39	
Object of Expenditure ¹	Classification	Funds Requested
1000	Instructional Salaries	
	(80) hours @ \$60	\$ 4,800.00
2000	Instructional Salaries	
3000	Employee Benefits	\$ 960.00
	(\$4800 @ 20%)	
4000	Supplies Materials	
5000	Other Operating Expenses	
6000	Capital Outlay	
Total Direct Costs		\$ 5,760.00

No indirect allowed on Program Improvement funding

Exhibit A
Contract 3867-4663-R3

refrigerant and tools; purchase high efficiency equipment to be modified to be used as training aids and an outside yard with solar equipment, data logging major load times and thermal heat recovery systems.

IV. Outcomes Expected:

Our expected outcomes are providing an up-to-date lecture room and fully equipped laboratory for a HVAC Credit program offering a certificate of achievement and an AS option.

RESOLUTION NO. XX-XXXX

**A RESOLUTION OF THE GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
PALOMAR COLLEGE, SAN MARCOS, CALIFORNIA**

WHEREAS, on December 5, 2016 the California Community College Chancellor's Office reaffirmed its commitment to undocumented students; and

WHEREAS, the California Community Colleges are open to all students who meet the minimum requirements for admission, regardless of immigration status; and

WHEREAS, the Chancellor's Office will not release any personally identifiable student information, including any data related to immigration status, without a judicial warrant, subpoena or court order, unless authorized by the student or required by law; and

WHEREAS, the Chancellor's Office will not cooperate with any federal effort to create a registry of individuals based on any protected characteristics such as religion, national origin, race, or sexual orientation; and

WHEREAS, the Chancellor's Office will continue to advocate for educational opportunities for all students in the community college system, regardless of immigration status at the state and federal level; and

WHEREAS, Palomar Community College District is part of the California Community College System and is situated in Southern California approximately fifty miles from the US/Mexico border; and

WHEREAS, the Palomar Community College District has a long history of recognizing and celebrating the contributions of our immigrant student population, as their rich histories and cultures have contributed to, created, and engaged global citizenry; and

WHEREAS, the Palomar Community College District continues to recognize the rights of all students and their families, regardless of immigration status, family structure, sexual orientation, gender identity, or marital status; and

WHEREAS, the results of the 2016 presidential election have caused uncertainty and concern among our student population; and

WHEREAS, the Palomar Community College District Governing Board previously acknowledged that civil and human rights are deeply rooted in the fabric of democratic and principled societies; and

WHEREAS, prominent among Palomar College's Institutional Values are: Supporting inclusiveness of individual and community viewpoints in collaborative decision-making processes; promoting mutual respect and trust through transparency, civility, and open communications; diversity in learning environments, philosophies, cultures, beliefs, and people; access to our programs and services and fostering integrity as the foundation for all we do.

WHEREAS, Palomar College is and will continue to be a safe and inclusive environment for all students, staff, faculty and administrators,

NOW THEREFORE BE IT RESOLVED that the Palomar Community College District Governing Board reaffirms and stands united in support of an immigrant-friendly environment for immigrants and all students who choose to better their lives through education.

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Governing Board
Palomar Community College District

Attest:

Secretary, Governing Board
Palomar Community College District