



Professional Development Plan (PDP) 2017-2018

Developed by the Professional Development Committee, Fall 2017

Table of Contents

Palomar College Professional Development	1
History of Professional Development (PD)	1
Professional Development Program Leadership	1
Professional Development for All Employees	2
Full-Time Faculty Requirement	2
Part-Time Faculty Eligibility	2
Classified Staff, CAST, and AA Eligibility	2
The Professional Development Plan (PDP)	2
Acceptable Professional Development Activities	3
Professional Development Goals	3
2016-2017 Professional Development Goals	3
2017-2018 Professional Development Goals	3
Professional Development Aligned with Campus Grants/Plans	4
Annual Professional Development Activities	5
Professional Development Needs Assessment Survey	6
Information Requested for Plenary General Session	7
PD Training Requested by Employee Groups	8
Onboarding of New Employees	10
Professional Development Expenditures	12

Palomar College Professional Development

History of Professional Development (PD)

Palomar College Board Policy 7160 states, “All eligible employees will be afforded opportunities and encouraged to participate in professional development/professional growth activities.” Palomar College has participated in the California Community College’s (CCC) flexible calendar program since 1988. This program allows for colleges to use designated days of the academic calendar for faculty professional development. The PD program has historically been focused specifically on PD for faculty; however, in 2014 Assembly Bill 2558 was passed to expand PD to staff as well.

Since the passing of AB 2558, [Ed Code Sections 87150-87154](#) have been updated and the Community College Faculty and Staff Development Fund was replaced with the Community College Professional Development Program (CCPDP). The CCPDP provides the requirements for leading a PD program that would be eligible for funding from the state. The eligibility is based on having a program that provides PD to both faculty and staff, and the college must complete the following three requirements, as stated by Ed Code:

- A. A statement that each campus within the community college district has an advisory committee composed of administrators, faculty, and staff representatives, which has assisted in the assessment of the faculty and staff development needs and in the design of the plan to meet those needs.
- B. A campus-wide Human Development Resources plan has been completed for the current and subsequent fiscal years.
- C. A report of the actual expenditures for faculty and staff development for the preceding year.

Requirement A, to have an advisory committee representative of all employee groups, was completed in the Fall of 2016. The Professional Development Advisory Board comprised solely of faculty was replaced with the Professional Development Committee (PDC) comprised of representatives from all employee groups. This Professional Development Plan (PDP) fulfills requirements B and C by developing a college-wide PD plan which includes expenditures.

The development of the PDP is a collaborative process of the Professional Development Committee (PDC) along with feedback from all constituent groups through the use of an anonymous survey with open-ended questions.

Professional Development Program Leadership

Palomar College Professional Development is led by the **Professional Development Coordinator** who oversees the Professional Development program. This position is a faculty member who is appointed by the Faculty Senate every other year for a two-calendar-year term with the option to reapply. He/She is given 60% release time. The PD Coordinator reports administratively to the Assistant Superintendent/Vice President for Instruction. Primary responsibilities for the PD Coordinator are defined in the Palomar Faculty Federation (PFF) agreement, Article 10: <http://www2.palomar.edu/pages/hr/files/2017/02/PFF-Contract-FY16-17-FINAL-DRAFT-020917.pdf>

The PD Coordinator is supported by the Professional Development Assistant, and the Professional Development Committee.

The **Professional Development Assistant** is a full-time classified employee who is responsible for overseeing the Professional Development Office.

The **Professional Development Committee (PDC)** is the shared governance committee responsible for ensuring that the Professional Development program is effectively supporting the needs of all employees and the institution. The PDC reports to the Strategic Planning Council and has representatives from all employee groups.

The PDC is responsible for the following four goals:

1. Develop the Human Development Resource Plan (i.e. Professional Development Plan).
2. Ensure the college is providing learning opportunities for all employees.
3. Oversee the reporting and tracking of learning from all employee groups.
4. Oversee the budget and expenditures for all PD.

Professional Development for All Employees

Full-Time Faculty Requirement

Full-Time (FT) faculty are required to complete 42 hours of Professional Development. The 42-hour requirement is decreased for faculty on sabbatical or medical leave. Faculty on load bank leave are still required to complete all 42 hours. PD hours can be completed any time throughout the year. If FT faculty do not complete their requirement, pay is deducted from the last paycheck of the year.

For additional requirement information, please refer to Article 10 of the PFF Union contract:

<https://www.palomarfacfed.org/contract/>

Part-Time Faculty Eligibility

Part-Time (PT) faculty are eligible to be paid for PD based on their semester workload. PT faculty are paid for their PD hours with their last check of the semester. PT faculty PD hours must be completed by December 1st in the Fall and May 1st in the Spring in order for the hours to be included in their last paycheck of the semester.

Classified Staff, CAST, and AA Eligibility

Classified staff, CAST, and AA are encouraged to participate in Professional Development activities, but are not provided additional compensation unless they are eligible to apply for the Professional Growth Program. The Professional Growth Program is designed to provide incentive to permanent classified employees, CAST, and Classified Administrators, to enhance and/or update their performance through continuing education, participation in professional organizations, and/or Palomar College governance committees.

For more information about the Professional Growth Program please refer to the website:

<https://www2.palomar.edu/pages/hr/employees/personnel/classified/professionalgrowth/>

Note: Employees may be required to complete mandated trainings. Mandated trainings for employees will be offered through the PD software program and overseen by the appropriate departments (i.e., Human Resources and Environmental Health and Safety).

The Professional Development Plan (PDP)

The PDP will serve as a guide to developing and implementing a successful Professional Development Program for all employees of Palomar College. The PDP will be considered a live document and will be updated throughout the year with outcomes and accomplishments as they occur.

Acceptable Professional Development Activities

Professional Development workshops and activities must align with Title V and Ed Code. Annual reporting to the state is based on Title V and funding is based on Ed Code.

Acceptable Professional Development Activities Include:

According to Title 5	According to Ed Code
<p>A. Course instruction and evaluation;</p> <p>B. Staff development, in-service training and instructional improvement;</p> <p>C. Program and course curriculum or learning resource development and evaluation;</p> <p>D. Student personnel services;</p> <p>E. Learning resource services;</p> <p>F. Related activities, such as: student advising, guidance, orientation, matriculation services, and student, faculty, and staff diversity;</p> <p>G. Departmental or division meetings, conferences and workshops, and institutional research;</p> <p>H. Other duties as assigned by the district; and</p> <p>I. The necessary supporting activities for the above.</p>	<p>A. Improvement of teaching;</p> <p>B. Maintenance of current academic and technical knowledge and skills;</p> <p>C. In-service training for vocational education and employment preparation programs;</p> <p>D. Retraining to meet changing institutional needs;</p> <p>E. Intersegmental exchange programs;</p> <p>F. Development of innovations in instructional and administrative techniques and program effectiveness;</p> <p>G. Computer and technological proficiency programs;</p> <p>H. Courses and training implementing affirmative action and upward mobility programs; and</p> <p>I. Other activities determined to be related to educational and professional development pursuant to criteria established by the Board of Governors of the California Community Colleges, including, but not necessarily limited to, programs designed to develop self-esteem.</p>

Professional Development Goals

2016-2017 Professional Development Goals

- New Professional Development Committee
- Implemented a new PD software program called Cornerstone On Demand
- Offered our first Leadership Training: LEaD Academy
- Redesigned the Faculty Achievement Celebration from an afternoon tea to an evening celebration

2017-2018 Professional Development Goals

Goal	Not started	In Progress	Completed
All-College Plenary			August 17, 2017
Complete the 2017-2018 PDP			November 14, 2017
Create On-Boarding curriculum for all employee groups		X	
Set up the 3PD Portal to automatically assign on-boarding curriculum for new employees	X		
Implement mandated trainings for all employees using the 3PD Portal		X	

Increase participation in PD		X	
Ensure employees understand the importance of PD		X	
Develop a plan for the utilization of connect communities in the 3PD Portal to increase communication on campus		X	
Create First Fridays PD; choose a theme for each Friday	X		
Develop a system for tracking PD expenditures across the campus		X	
Develop a system for ensuring the PDC is aware of all PD goals across the campus	X		
Offer PD as requested by employees		X	
Offer PD that is needed to support other grants/plans on campus		X	
Offer PD at all Palomar locations		X	

Professional Development Aligned with Campus Grants/Plans

The PDC recognizes the importance of aligning the PDP with grants and other plans on campus that include PD. It is important for the plan and the report to the state to include all PD activities and monies provided for PD.

Grant/Plan	Professional Development Component	Funding?
2017-19 Integrated BSI, SSSP, Student Equity Plan	<ul style="list-style-type: none"> Professional Development <ul style="list-style-type: none"> Curriculum Review for Bias Elimination Cultural Competency Training for faculty/staff Campus wide/community equity themed events PD related to working with disproportionately impacted students (ADA, cultural competencies, Title IX) Student Success & Equity training series is under development to enhance campus community practices and provide faculty and staff with the techniques that help students achieve goals. Palomar is also part of a BSI Partnership focused on professional development for equity, involving identification of biases and applying equity practices to interactions with students, curriculum and hiring. 	
STEM	<ul style="list-style-type: none"> From the 2015 Palomar-CSUSM HSI Title V grant: <ul style="list-style-type: none"> Improve HLI STEM student persistence and success by implementing strategic, sustained, and systematic professional development opportunities for faculty focused on innovative curriculum and pedagogy in the classroom. Focus on Profesional Development for Guided Pathways in STEM. Primary Focus on ESL and Math accelerated pathways. 	

	<ul style="list-style-type: none"> ○ Create faculty Communities of Practice for sustained professional development that can have a more significant impact on instructional practice. ○ Market to and provide STEM faculty with opportunity to attend workshops and other PD opportunities. ○ Hire a STEM Professional Development Coordinator at 40% reassigned time to implement the Communities of Practice and other related PD activities. 	
Technology Master Plan	<ul style="list-style-type: none"> ● Raise awareness and adoption of ProLearningNetwork (Grovo and Lynda) courses offered through CCCCO to enhance staff and faculty professional development. ● Implement new Professional Development platform. 	
Staffing Plan	<ul style="list-style-type: none"> ● In development. 	
Strategic Plan	<ul style="list-style-type: none"> ● Objective 1.1: Reintroduce Campus Explorations, a campus-wide learning community, to promote interdisciplinary dialogue and instruction on a topic of importance in society. ● Objective 1.3: Using the results and discussions of the Institutional Learning Outcomes assessment project on Intercultural Competency, identify strategies, including professional development opportunities, to strengthen and promote cultural fluency across the college. ● Objective 4.3: Develop and implement a comprehensive Professional Development Plan for all staff. 	
Required training by Law	<ul style="list-style-type: none"> ● In development. 	
EEO Funds from Chancellor's Office	<ul style="list-style-type: none"> ● PD for Bias Training. 	
Strategic Enrollment Management	<ul style="list-style-type: none"> ● In development. 	

Annual Professional Development Activities

The PD Office either offers or assists with several college annual events.

Annual PD Activity	Outcome
All-College Plenary	In the Fall of 2017, plenary was a two-day college-wide event inclusive of all employees from all campuses. This was an adjustment as plenary has historically only been for part-time faculty (on Thursday) and full-time faculty (on Friday). All employees were invited to attend the plenary events that fit their schedule across the two days. This accommodated the part-time faculty who typically attended on Thursday and the full-time faculty who previously only attended Friday. The only employee group required to attend plenary are full-time faculty.

	<p>We offered 55 workshops across two days which included a general session, a “Better Together” keynote speaker, and eight leadership workshops facilitated by two different leadership experts.</p> <p>The following counts are only for the number of registrations by employees who registered for scheduled events; these numbers do not include those who used “External Training” to add their hours:</p> <ul style="list-style-type: none"> • Part-Time Faculty = 556 • AA = 31 • FT Faculty = 701 • CAST= 9 • Classified = 197 <p>https://www2.palomar.edu/pages/pd/plenary/</p>
The Nuts and Bolts of Teaching at Palomar	<p>The Nuts and Bolts of Teaching at Palomar was held on Thursday August 3, 2017, from 5 - 8 pm in room AA-140. Thirteen people attended, which was much smaller than previous years. We need to promote the workshop earlier, ensure ADAs are encouraging attendance, and ensure HR has the flyers to give to new hires.</p> <p>https://www2.palomar.edu/pages/pd/2017/08/10/nuts-and-bolts-of-teaching-at-pal-omar-fall-17/</p>
New Faculty First Year Experience	<p>This year we have eight new full-time faculty members. We offered a series of workshops which begin with an orientation a few weeks prior to school starting. Once school started there were three workshops the first three Fridays and one luncheon at the end of the semester.</p> <p>https://docs.google.com/document/d/1JoxGxHLxX-d-zCAnQ780hgiNQjd7tXN9xjd53H9OHDA/edit</p>
LEaD Academy	<p>Scheduled for January 10 - 12, 2018, with leadership expert Paul Butler from Newleaf Training. http://www.newleaf-fl.com/</p>
Classified Staff Development Day	
Faculty Achievement Celebration of Excellence	<p>Scheduled for Friday May 18, 2018, from 5-7pm.</p>
PD Program Evaluation (Professional Development Needs Assessment Survey- PDNAS)	<p>Information to be sent out in April.</p>

Professional Development Needs Assessment Survey

The Professional Development office has sent out an annual Professional Development Needs Assessment Survey (PDNAS) at the end of each academic year to assess the PD program and help to plan for the PD needs of our employees for the following year. In April 2017, an anonymous survey was sent to all employee groups.

Information Requested for Plenary General Session

The general session is led by campus leadership and provides information to the campus community. All constituent groups were asked to provide the PDC with the information they would like to receive at the plenary general session. Here is the summarized list of suggestions from respondents:

Focus:	Suggestions directly from constituent groups:
Building Campus Community	<ul style="list-style-type: none"> • Collaborations between departments and campuses. • How faculty and staff can work better together and increase communication/collaboration. • Provide examples of effective cross-group collaborations for student success. • Introductions of new faculty, classified leadership, and admin. • Cultural competency and proficiency discussions. Inclusive, civility, and professional responsibility.
College Organization	<ul style="list-style-type: none"> • Pertinent changes to college organizational structure (like department restructuring) or policies/procedures. • How does the school function, i.e. hierarchy? • Future plans for college growth what impact, if any, will it have on current employees? • Staffing plan for new sites. • Update on construction on main campus. • Specific plans for north and south center. • Update on new PD programs. How will all groups be represented and how can all employees apply for travel funds for professional learning? • Information about the many grant-funded programs, scholarships, child care services, Federal Work Study, CalWORKs, Tutoring, the TLC, food pantry, etc. that are available to students. • Dual and concurrent enrollments.
College vision and future	<ul style="list-style-type: none"> • What is our vision? • What can each of us do each week, month, semester to help students succeed? • What are the top 3 goals we are working toward in the academic year? • Campus strategic planning and how all employee groups can help contribute to reaching strategic goals. • Update on what the college is currently working on and planning for the future. • Celebrate past year successes. • Updates from the Deans. • Opportunities to get involved in moving the College forward.
General updates	<ul style="list-style-type: none"> • How many employees and students do we have? • How many new employees starting this year and in what areas? • Number of students starting in fall semester and demographics (compare campuses). • Palomar Promise numbers and projected impact. • Data on what programs have highest enrollments. • How are we funded and how does it get distributed? • Current legislation that may impact the college. • Explain changes in enrollment practices, such as the change in assessments.
Focus of plenary	<ul style="list-style-type: none"> • Brief updates on the state of the College. Emphasis on brief. More emphasis on starting the fall semester energized, ready to grow as a faculty member, offer engaging and interesting learning experiences, and creating a positive campus climate. • Keep plenary motivational, fun, and action oriented. • No more doom and gloom and instead focus on what we are doing to improve. Focus on HOW we are improving and WHAT we can do.

PD Training Requested by Employee Groups

Part Time & Full Time Faculty Training Requests			
Non-Technology	Completed?	Technology	Completed?
Campus Tours		Accessibility training for on-campus and online	
College demographics: who are our students?		Best practices for teaching online	
Dealing with emergencies on campus (student injuries, campus safety)		Canvas	
Developing effective assessments		Canvas: Single specifically focused training rather than general training	
Diversity/racial sensitivity		CurricUnet training	
Effective communication		Debates on the pros and cons of online education	
Engaging instructional strategies		Examples of successful hybrid and online classes	
Faculty learning community once a month focused on instructional strategies		How to access low cost software/hardware as educators.	
Flipped Classroom		How to create video lessons	
Grant writing classes		How to design an effective Powerpoint that engages students.	
Helping students with emotional, psychological issues.		How to do a podcast/videocast lecture	
How to help students in writing for non-writing courses		How to incorporate YouTube videos into class presentations seamlessly	
How to market our departments		How to use Google Drive	
How to motivate and energize our students.		How to use Onedrive	
How to teach to diverse student populations		How to use PeopleSoft	
How to use the new active learning classrooms		How to use software more efficiently	
How to work better as a team		Microsoft Office version 10	
How we can help students learn about the resources we have available for them?		New educational websites, apps, tools	
Info from financial aid and curriculum; what teachers need to know?		Series on how to use Microsoft Word (multiple sessions)	
Information on our programs		Staying safe on the internet; data security	
Information on updates from the state CCC		Technology tools to engage students in class	
Kahoot		Understanding ADA requirement	

Leadership workshops		Using creative technologies	
Personal health/wellness: reduce stress, take care of physical and emotional health.			
Retirement			
Self-defense			
Services offered by the DRC			
Student behavior expectations			
Team-based learning			
Tips for classroom management: recording grades, cell phone rules, group work, late students, etc).			
Understanding sick time, paid sick leave, etc.			
What is acceptable for self-designed PD workshops?			
What is Dual enrollment & concurrent enrollment?			
What is Title IX and how does it impact us.			
With the varying levels of abilities and education, how can we teach all students without "dumbing down" the course?			

Staff Training Requests			
Non-Technology	Completed?	Technology	Completed?
Budget training		Access or database training	
Cultural diversity		Best practices of Outlook.	
Effective communication techniques for a business/higher education setting		Canvas training	
Financial aid refresher		Canvas- For Classified- How to be able to help support your faculty and students understand it better	
How to deal with difficult or angry people/customers/students		Class Schedule Input Training	
How to prioritize work when overwhelmed		Effective powerpoint presentations.	
Mental health		Embedded videos	
Stress reduction		Excel	
Why/what do we need to do the things/forms we do		Google	
Work flow from ADA to Fiscal Services		Navigating eServices for Staff (to better assist students)	
Update on transfer requirements		PeopleSoft Financial Training	
Retirement/403B		Requisition Training	

Building good relationships		Using the Outlook calendar (setting meetings and finding rooms)	
CPR and First Aid		Utilizing LOOM	
Customer Service Training		Webpage design	
		WordPress	
		How to complete and input NOHE's	

CAST Training Requests			
Non-Technology	Completed?	Technology	Completed?
Campus tours		How to create a requisition	
Diversity training		How to look up budgets	
Effective problem solving		Online training resources	
How to deal with stress		Overview of new or updated software/programs	
Information about all of the programs we offer to our students to increase their success.		Project management software	
Leadership skills		SharePoint	
PERS Presentation		Using Google drive	
Professional Communication Skills		What's available on the ATRC website to help us?	
Time management		WordPress	
Understanding others' learning styles			

AA Training Requests			
Non-Technology	Completed?	Technology	Completed?
Leadership and Management skills		Project management software programs	
Time management		Using iPads	
Organizational development		Overseeing budgets	
Common goal setting strategy for the college		How to go paperless	
How to find consensus		Approval workflow software programs	
How to measure success in higher education		Basecamp and other collaborative software programs	
Basic policies and rules		Technologies that help with efficiency	
		Visio	

Onboarding of New Employees

The PDC has recognized the importance of providing onboarding to all employees and has made the creation of onboarding materials/trainings a goal beginning in 2017-2018. The 2017 PDNAS asked all employee groups what

type of training and information would have helped them successfully begin their career at Palomar. The PDC will use the responses from the survey to begin to create onboarding materials for all employee groups.

On-Boarding Training and Information for ALL EMPLOYEES	
Training	Information
Employee Benefits	Campus need to know contacts/who does what?
Canvas	Employee Contracts/Handbooks
Emergency Procedures/Campus Safety	Campus Policies & Procedures
Campus Tour	Departmental processes
Palomar College Culture/Mission, Vision & Values	Governance Structure
Shared Governance	Information on Transportation/Parking
Meet & Greet	Technical tools available
What to Expect	Campus Services (comet copy, dining, event scheduling)
Cornerstone	Palomar College Self-Study
Employee Rights	
FERPA/VAWA other mandated trainings	
Working collaboratively with Faculty and Staff	
Library Resources	
Mentoring	
Meet the Governing Board	
Payroll/Absence reporting	
Working with students with disabilities	

On-Boarding Training and Information for FACULTY	
Training	Information
In depth Counselor training	How to order books
Curricunet	How to get resources for your classroom
SLOs	Important dates, forms for EOP, DRC, Add/Drop etc.
PD Requirements	What supplies the school provides to facilitate their teaching--dry erase markers, post-it notes, access to printing codes and paper, paper clips...office space...who their contact person is in their department.
Diversity	
PRPs	
Grants	
Tenure process	
How grading works	
Q & A with experienced faculty (panel)	
Teaching Online (POET)	
Active Classroom Learning	
How sabbatical works	

The first faculty Fridays and mentorship was the best!
How to Add/drop for students
Tips for preparing syllabi
Methods for achieving the 2:1 Carnegie standard are important.
Where can I go to eat/relax? Faculty Lounge?
How seniority works, when to expect evaluations (PT)
How to get a full-time position (PT)
Office Hours (PT)

On-Boarding Training and Information for CLASSIFIED	
Training	Information
PeopleSoft	Conference Rooms
MS Office	Organization Charts
OnBase	Position Handbook
WordPress	Office Procedures
MS Excel	Resources for Students
Providing Excellent Customer Service	
Budget	
Stress Reduction	
Time Management	

On-Boarding Training and Information for CAST/AA	
Training	Information
Policies and Procedures for Supervisors	NA
Legal Duties and Responsibilities	

Professional Development Expenditures

The Professional Development Committee is working on developing a process to account for all professional Development Expenditures across the campus to satisfy the requirement of Ed Code which states that the Human Development Resoruces Plan (the PDP) include "A report of the actual expenditures for faculty and staff development for the preceding year." Accounting for all PD expenditures is challenging because PD is included in numerous different grants and categorical funds.

Professional Development Expenditures		
Item	Cost	Funding Source

**PALOMAR COMMUNITY COLLEGE DISTRICT
BID RESULTS
Bid CM-17-18-01-NEC-01-F
North Education Center Landscaping Project
January 23, 2018 at 2:00 PM**

Pre-bid Conference	Pre-Qual'd	CONTRACTOR	TOTAL BID PRICE
		Prequalified 2017-2018	
Yes	Yes	C.S. Legacy Construction	No Bid
Yes	Yes	Conserve Landcare, Inc.	1,441,600
Yes	Yes	GEM Industrial Electric, Inc.	No Bid
Yes	Yes	Marina Landscape, Inc.	1,580,000
Yes	Yes	PAL General Engineering, Inc.	No Bid
Yes	Yes	Park West Landscape	1,760,360
Yes	Yes	Western Rim Constructors	2,083,000
		Not Prequalified	
Yes	No	Blue Pacific Engineering	
Yes	No	Brightview Landscape	
Yes	No	Clean Cut Landscape	
Yes	No	Executive Landscape, Inc.	

Recorded by:

Witnessed by:

[Signature]
[Signature]

Palomar College
Extended Field Trip Authorization Request

(An Extended Field Trip is held in lieu of several class meetings and includes one or more overnight stays. It may involve domestic or international travel.)

Instructor's Name(s) Craig Forney

Department Behavioral Sciences

To the Instructor: It is your responsibility to be familiar with extended field trip regulations as found in Governing Board policy and procedures. Only students registered in the class may participate in extended field trips. PLEASE NOTE: All extended field trip requests require Palomar College Governing Board approval and must be submitted at least FIVE WEEKS prior to the proposed trip.

1. Dates of trip: 03/07/2018-03/09/2018

2. Location/Address: Mt. Calvary Monastery, 505 E. Los Olivos, Santa Barbara, CA

3. Class Name(s) and Class Number(s) See attachment

4. Regular class meeting day, time, location, and classroom number:

Attached

5. Specify what alternate learning activity has been arranged for students not making trip. Alternate arrangements are required. "None" or "Allowed absence" will not satisfy this requirement:

Reading and writing assignment on monasteries in a tradition of religion (e.g., Christianity, Buddhism).

6. Costs:

The instructor must make arrangements with the Cashier's Office for collection of student fees, if applicable. Instructors are not to collect fees from students.

● Transportation (see below): \$ _____

● Lodging (specify location): \$ _____

● Other Fees (specify): \$ _____

● **Total Costs:** \$ _____

Transportation/Lodging/Fees:

Students pay \$170 directly to the monastery and provide their own transportation.

7. Itinerary (attach): Itinerary must identify required activities, total instructional hours, and specific meeting times.

8. List of all participants (attach sheet)
9. Waivers signed by each participant or guardian (Waivers are available on the Instructional Services website.)
10. ☒ Yes Students have been supplied with a copy of the Student Code of Conduct.
11. Mode of transportation: ☐ College Car or Van ☐ Commercial Transportation
☒ Student Vehicles ☐ Other (attach sheet)

Please submit a *Request of Use of College Vehicle* to Facilities if a college car or van is desired, or purchasing requisition to Purchasing if commercial transportation is desired.

Please indicate below the type of transportation requested, if any, so that a copy of the approved Extended Field Trip request can be submitted to the appropriate office in order to release the vehicle(s).

☐ College Car or Van ☐ Commercial Transportation

Additional Requirement for International Extended Field Trip:

12. U.S. Department of State Travel Warnings or Travel Alerts for the Area: ☐ Yes ☐ No
 (http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html) Do any exist?
 (If a travel warning or alert exists and you are still requesting the Extended Field Trip, attach an explanation.)

Craig Fz 01-24-2018
 Instructor's Signature Date

Reviewed and Approved by:

[Signature] 01/24/2018
 Department Chairperson/Director Date

Pearl 1/25/18
 Division Dean Date

[Signature]
 Assistant Superintendent/Vice President for Instruction
 (required for Extended Field Trip)

[Signature] 1/14/18
 Date

Division Office Use	
Approved _____	Disapproved _____
1. Original to instructional Services _____	Date _____
2. Copy to Division Dean _____	Date _____
3. Copy to Instructor _____	Date _____
4. Copy to Center Staff _____	Date _____
5. Copy to Building/Grounds Purchasing _____	Date _____

 Date of Governing Board approval

Note to Dean: Please submit original to Instructional Services after approval.

If the class is taught at an Educational Center, please send a copy of this form to the Center staff after approval.

Information for students going on the Multidisciplinary Field Trip to

Mount Calvary Monastery

The beautiful Episcopalian monastery in the mountains above Santa Barbara burned down during the Tea Fire of 2008, and the monks now have established their monastic community at what was Saint Mary's, next to the Old Spanish Mission, not far from downtown Santa Barbara. Five monks—Brother Tim, Brother Tom, Brother Will, Brother Adam, and Brother Bob—have been living a monastic life and operating a guesthouse, which is what they did on the mountain as well. Of these five, three are ordained priests. These are Brother Tom, Brother Bob, and the prior, Brother Adam.

Two professors (Seech and Forney) will accompany twenty three students or so on October 25, as we glimpse a contemporary form of the medieval tradition of Christian monasteries. The instructors will conduct workshops. The monks will also join us for meals in the refectory. These meals are prepared by Luis, their cook for many years.

The monastic tradition is one of silence, prayer, study, work, and the “daily office,” which consists of chapel services several times a day. After the short evening service of Compline (pronounced as *comp'lin*), The Great Silence is to be observed throughout the monastery grounds. If you want to talk, please leave the grounds, then return in silence. The instructors will teach you walking meditation and the silent still-mind orientation of centering practice to help you understand the power of this kind of silence and to help you observe the rule of silence out of respect for our hosts.

Bedrooms will be shared, and bathrooms are “down the hall.” Room & board, bed and meals, at the student rate, comes to \$170 for the entire stay, which is slightly below even the regular student rate. Before you leave, you will be asked to change bed linens for the next guest. Please bring warm clothing for a night at the outdoor labyrinth, walking shoes, and writing materials. To reserve a place on the retreat roster, send a (non-refundable) \$50 deposit to Melinda at the retreat house. Space is limited, and priority will be determined by the order in which deposits are received. Make the check out to “Mt. Calvary Monastery.”

The address is Mt. Calvary Monastery, 505 E. Los Olivos, Santa Barbara, CA. From Route 405 North, take 101 North to exit 99A, W Mission Street in Santa Barbara, then a left on Laguna, then the third right on Los Olivos. It's on your left just past the historic Spanish mission. To avoid rush hour traffic through the Los Angeles area, leave early in the day.

For emergencies, you can call Professor Forney at 760-703-8109.

*Required session led by college instructors **Attend 2 or more of these

Mount Calvary Monastery Field Trip Tentative Schedule of Events, ***Spring, 2018***

Wed., March 7

Arrive by 5 PM for Vespers** or by 6:00 PM for supper with the monks*

6:45 PM Introduction to monastic life and practices*

7 PM Compline**

8:15 PM Coffee on State Street*

The Great Silence (through the Silent Breakfast) on the monastery grounds and in the retreat house*

Thu., March 8

7:30 AM Lauds**

8:00 AM Silent Breakfast at the monks' refectory*

9-9:20 Break the Silence discussion*

9:20-10 Walking meditation*

10:10-10:40 Workshop on Centering Practice*

10:45-11:15 Brother Tom on the Eucharist*

11:30 Eucharist**

12:00 Lunch at the monks' refectory*

1:30-2:45 Christian Monasticism with Brother Adam*

3-5 Free time (Visit the Mission, etc.)

5 PM Vespers**

6 PM Supper at the monks' refectory*

7 PM Compline*

7:15-8:30 Walk the labyrinth at Trinity Church, 1500 State Street*

Fri., March 9

7:30 AM Lauds and Eucharist**

8:15 Breakfast with the monks (This one is not a Silent Breakfast)*

9:15-10:15 Walking meditation and centering practice*

10:30-11:00 Monastic values in everyday life*

11:00-11:30 Program evaluations*

11:30-12 Make up beds and prepare to depart *

12:00 Lunch with the monks, then departure*

Classes included in the field trip to Mt. Calvary Monastery, Spring 2018

RS 101, #30120, World Religions, Online

RS 101, #30121, World Religions, Online

RS 102, #33514, Religion in American History, TTH, 11:10-12:35

RS 110, #31567, Religion in American, Online

Palomar College
Extended Field Trip Authorization Request

Print Form

(An Extended Field Trip is held in lieu of several class meetings and includes one or more overnight stays. It may involve domestic or international travel.)

Instructor's Name(s) Zeb Navarro (Manager, Radio Station)

Department Arts, Media, and Business Administration Division

To the Instructor: It is your responsibility to be familiar with extended field trip regulations as found in Governing Board policy and procedures. Only students registered in the class may participate in extended field trips. PLEASE NOTE: All extended field trip requests require Palomar College Governing Board approval and must be submitted at least FIVE WEEKS prior to the proposed trip.

1. Dates of trip: March 1-4, 2018

2. Location/Address: Hotel Pennsylvania, 401 7th Avenue, New York, NY 10001

3. Class Name(s) and Class Number(s) DBA 298 and CE 100

4. Regular class meeting day, time, location, and classroom number:

Various times assigned for radio programs / KKSM Radio

5. Specify what alternate learning activity has been arranged for students not making trip. Alternate arrangements are required. "None" or "Allowed absence" will not satisfy this requirement:

This trip is not a course requirement for a specific course, so no alternate activity is required of students. The trip is being conducted as an activity of the KKSM Radio staff who are enrolled in internship courses.

6. Costs:

The instructor must make arrangements with the Cashier's Office for collection of student fees, if applicable. Instructors are not to collect fees from students.

● Transportation (see below):	\$ <u>2,955.00</u>	Transportation/Lodging/Fees:
● Lodging (specify location):	\$ <u>2,473.00</u>	
● Other Fees (specify):	\$ <u>570.00</u>	
● Total Costs:	\$ <u>5,998.00</u>	

7. Itinerary (attach): Itinerary must identify required activities, total instructional hours, and specific meeting times.

8. List of all participants (attach sheet)
9. Waivers signed by each participant or guardian (Waivers are available on the Instructional Services website.)
10. ☒ Yes Students have been supplied with a copy of the Student Code of Conduct.
11. Mode of transportation: ☐ College Car or Van ☒ Commercial Transportation
☐ Student Vehicles ☐ Other (attach sheet)

Please submit a *Request of Use of College Vehicle* to Facilities if a college car or van is desired, or purchasing requisition to Purchasing if commercial transportation is desired.

Please indicate below the type of transportation requested, if any, so that a copy of the approved Extended Field Trip request can be submitted to the appropriate office in order to release the vehicle(s).


☐ College Car or Van ☐ Commercial Transportation

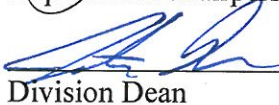
Additional Requirement for International Extended Field Trip:

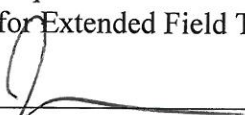
12. U.S. Department of State Travel Warnings or Travel Alerts for the Area: ☐ Yes ☐ No
 (http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html) Do any exist?
 (If a travel warning or alert exists and you are still requesting the Extended Field Trip, attach an explanation.)

 1/29/18
 Instructor's Signature Date

Reviewed and Approved by:

 1/29/18
 Department Chairperson/Director Date

 1/29/18
 Division Dean Date

Assistant Superintendent/Vice President for Instruction
 (required for Extended Field Trip)
 1/14/18
 Date

Division Office Use	
Approved_____	Disapproved_____
1. Original to instructional Services	_____
	Date
2. Copy to Division Dean	_____
	Date
3. Copy to Instructor	_____
	Date
4. Copy to Center Staff	_____
	Date
5. Copy to Building/Grounds Purchasing	_____
	Date

 Date of Governing Board approval

Note to Dean: Please submit original to Instructional Services after approval.
 If the class is taught at an Educational Center, please send a copy of this form to the Center staff after approval.

KKSM Intercollegiate Broadcasting System Conference Trip Proposal
Zeb Navarro – Manager, Radio Station
January 29, 2018

This memo is to accompany the Extended Field Trip Authorization Request submitted for Palomar students in the DBA 298 and CE 100 internship courses to attend the annual Intercollegiate Broadcasting System Conference in New York. The students will attend valuable workshops at the conference and the awards ceremony. Four of the students attending are nominees for awards at the conference. Mr. Navarro is presenting on a panel at the conference. KKSM is also nominated for the Radio Station of the Year Award.

The following individuals will attend the conference as representatives of Palomar College and KKSM:

1. Zeb Navarro (Manager, Radio Station)

Students:

2. Lydia Arguello
3. Katia Brunson
4. Nancy Cordero
5. Ceili Orr
6. Karina Ozuna
7. Jafet Pena
8. Ed Rosa
9. Brice Spitz
10. Mikayla Zelno

Budget:

The costs for the trip will be funded from:

KKSM Restricted funds (\$1,100 for Mr. Navarro's costs)

KKSM Co-Curricular funds (\$1,625 toward student costs)

Palomar Foundation Account funds (remainder to cover student costs).

Breakdown of costs:

Transportation via air, San Diego - New York - San Diego: \$2,955 ($\$295.58 / \text{person} \times 10 = \$2,955$ (baggage and fees not included))

Lodging: \$2,473 (Three nights lodging)

(Cost for three rooms, housing three female students each in two rooms, and three male students and Mr. Navarro in third room)

Conference registration: \$570

Total: \$5,998

Subject: AUTHORIZE CONTRACT WITH KONICA MINOLTA BUSINESS SERVICES FOR BID #B18-03: DIGITAL COPIERS, ALL INCLUSIVE SERVICE AND SUPPLY, RELATED SOFTWARE, 5 YEAR TERM WITH PURCHASE AND LEASE OPTIONS.

OVERVIEW

Palomar Community College District published in The Daily Transcript a Notice to Bidders on November 07, 2017 and November 14, 2017 seeking bidders for Digital Copiers, All Inclusive Service and Supply, Related Software, 5 year Term with Purchase and Lease Options. This bid was divided into four components as follows:

Component One includes the lease or cash purchase for ninety two (92) departmental digital devices (52 black and white (B/W) & 40 Color) ranging in speed from 25 pages per minute (PPM) to 65PPM as defined in categories one through five for B/W and 8 through 9 for Color in the Bid Response Templates and section 4 of the bid documents. Due to steady growth of the District additional devices may factor into the actual number of devices purchased/leased over the term of the intended award.

The District intends to connect all devices to the District Network. The amount of volume that is distributed between printed impressions and those that are identified as walk up copy impressions varies from device to device.

Most of the current devices are equipped with floor model finishing, hole punch and scan to email capabilities (pushed out from active directory). Some of the devices include fax capabilities. Paper drawer options vary from two drawers to four drawers with a few devices having Large Capacity Tray (LCT) bases.

Component Two is the all-inclusive service and supply pricing requirements for each of the devices included in Component one. Service and Supply for all devices must include all consumables (including staples and excluding paper).

Component Three includes one (1) B/W Production Print device defined in category 6 and one (1) Color Digital Press device defined in category 10 in the Bid Response Template and section 4 of the bid documents.

Component Four is the all-inclusive service and supply pricing requirements for each of the devices included in component three.

Bidders may choose to respond to all Components or singularly to Components one & two, or singularly to Components three & four. Bidders responding to Component one must also respond to Component two and Bidders responding to Component three must also respond to Component four.

It is the right and intent of the District to select one Bidder for all Components; however the District recognizes that all Bidders responding may not choose to respond to all Components, therefore the District reserves the right to select multiple or no vendors depending on the bid submissions.

Method of Bid evaluation and contract award was to be determined in the following manner;

Since this bid is for data processing equipment and related services the following California Law applies to the method of contract award:

STATE OF CALIFORNIA EDUCATION CODE SECTION #81645: *The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids for the acquisition, procurement or maintenance of electronic-data processing systems and equipment, electronic telecommunication equipment, supporting software, and related materials, goods, and services, in accordance with procedures and criteria established by the governing board.*

The Purchasing office will review each initially responsive bidder's sealed bid responses for the basic requirements as indicated on bid response templates. The three lowest responsible bidders for Components 1 & 2 will be selected by the total cost of the chosen acquisition alternative, lease or cash, for the basic unit minimum specifications and any selected options combined with the total service and supply cost for all categories for a five year period of time (inclusive of any stated increases for service and supplies) to be calculated on the average monthly volume listed on the bid response template. Once the lowest three bidders have been selected, the performance standards responded to, will play an important part in the final award.

Components 3 & 4 will be evaluated in the same manner by selecting the three lowest responsible bidders it relates to the total cost stated by the bidder needed to meet the MPS requirements.

The bid proposal package of those three (3) lowest responsive bidders (for each of Component 1-4) will then be submitted for review to the District's Bid Evaluation Team, comprised mostly of members of the District's Purchasing Services, IS and Data/Print Services' department. At this point, the overriding criteria for selecting the final one bidder for award of the contract shall be what the Team determines, in its sole best judgment, to be in the overall best interest of the District

DISCUSSION

Eleven vendors were solicited. The bid closed on December 14, 2017 and seven vendors responded. Of those, two vendors were disqualified from components 1 & 2 and three vendors were disqualified from components 3 & 4. The responses are listed in the table below:

Components 1&2					
Vendor	Lease	Ranking	Cash	Ranking	Service Fixed
Konica Minolta	\$583,125.71	1	\$544,033.41	2	Yes
Toshiba Business Solutions	\$586,017.41	2	\$538,341.20	1	Yes
MRC 360	\$727,253.26	4	\$651,222.86	4	N/A
CBE	\$805,905.02	5	\$750,652.37	5	N/A
R3 Business Solutions	\$665,691.29	3	\$588,868.78	3	Yes
ImageSource (Incomplete Bid Response Template)	\$0.00	DQ	\$0.00	Could Not Score	
Rioch (Disqualified)	\$0.00	DQ	\$0.00	Could Not Score	

Components 3&4					
Vendor	Lease	Ranking	Cash	Ranking	Service Fixed
Konica Minolta	\$225,295.32	1	\$212,749.52	1	Yes
Toshiba Business Solutions (NO BID)	\$0.00	No Bid	\$0.00	No Bid	
MRC 360	\$244,916.03	2	\$223,959.29	2	Yes
CBE	\$283,351.41	3	\$268,153.96	3	Yes
R3 Business Solutions (No Bid Cat 10)	\$0.00	DQ	\$0.00	Could not Score	
ImageSource (Incomplete Bid Response Template)	\$0.00	DQ	\$0.00	Could not Score	
Ricoh Business Systems (Incomplete Bid Response Template)	\$0.00	DQ	\$0.00	Could not Score	

FINANCIAL IMPLICATIONS

Purchases and Leases will be within the limits of available funds.

RECOMMENDATION

It is recommended that the Governing Board authorize the District to award a contract to Konica Minolta Business Solutions.

TA 12/6/17 *Sheno* 12/6/17 *Collen Miller* *12/6/17*

PCCD COUNTERPROPOSAL #2- 12/6/17

ARTICLE 4 - WORKLOAD & CALENDAR

4.1 General Information

- 4.1.1 For CalSTRS calculations purposes, the work year for full-time ten-month faculty members shall be 1,290 base hours for any academic year (two [2] semesters). For CalSTRS calculations purposes, the work year for full-time faculty members assigned to the positions of Assistant Professor, Fire Technology/Fire Academy Program Director and Assistant Professor, Director Emergency Medical Education shall be 1,434 base hours for any fiscal year (July 1 – June 30).
- 4.1.2 For CalSTRS calculations purposes, the work year for full-time eleven-month counselors shall be 1,490 base hours for any contract year (August 1 – June 30).
- 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 The District will bring a proposed academic calendar to the PFF no later than September 1 of each year. A two-year planning cycle is expected starting with the 2019-2020 school year. The PFF and District will be able to collaborate and communicate with relevant constituents after the calendar proposal has come to the table for negotiations. 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.

Fix indent & #ing

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

→ 4.1.4.1 ~~Compressed Calendar~~

- 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 42 hours (7 days) to be completed during the academic year.
- 4.1.4.4 The week of Thanksgiving will be a Non-instructional week (no classes are scheduled to meet).

- 4.1.4.5 Spring break will be the ninth week of the spring semester.
- 4.1.4.6 The parties have an MOU covering the 2017-2018 and 2018-2019 fiscal year calendars. Commencing with the 2019-2020 fiscal year calendar, the ~~Calendar Committee~~ District and PFF will move to an extended two-year plus planning cycle. For each fiscal year commencing July 1, 2019, the ~~Calendar Committee~~ District and PFF 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 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 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, full-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)~~ 4.5 five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities ~~and a monthly two-hour department meeting (time and place to be determined by the faculty chair). If the department has multiple disciplines, the 2nd hour could be used for discipline specific needs. Minutes should be submitted to the dean of the division within two weeks of the department meeting.~~

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.

To ensure equity among our faculty When a course is taught by two or more faculty members, the load is to be shared. However, in no instance will the combined load assigned be more than the FTE units assigned to the course.

Rehearsals, planning, nor any similar activities shall not be added to the load. However, if there is an additional work load associated with a course, this additional work load will be negotiated and may be compensated via a stipend or release time.

- 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. Workload for work-experience courses shall be proportionate to the number of students enrolled. In this case, the workload equates to .008 load/student or a 20% load for every 25 students. The student/instructor ratio in the work-experience program shall not exceed 125 students per full-time equivalent academic coordinator. Cooperative instructors working on this activity shall be paid at their non-instructional rate. ~~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~~ permanent 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~~ permanent 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.

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. 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.
- 4.1.13 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), 525 instructional hours. ~~Plus, for Academic Year 2016-17 only, an additional three (3) paid office hours each Fall or Spring term for instructors teaching three (3) or fewer credit units; six (6) paid office hours each Fall or Spring term for instructors teaching four (4) to six (6) credit units; and nine (9) paid office hours each Fall or Spring term for instructors teaching seven (7) to nine (9) credit units. See Appendix H for the specific reporting requirements.~~

4.1.14 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.

4.1.15 All full-time faculty members are expected to participate in commencement exercises at the conclusion of each academic year.

4.1.16 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:

Twenty-five (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 preparation 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.

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.

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 five (5) professional preparation hours) reduced by 40% for a total of twelve (12) hours reduced, whereby 40% of direct student contact hours is ten (10) hours, and 40% of professional preparation is two (2) hours.

- 4.2.4. Provided the overall scheduling needs of the 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.

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.

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.

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
<hr/>	
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.

4.3.3. Provided the overall scheduling needs of the 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.

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
5 hours	Professional preparation
<hr/>	
40 hours	Total

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.

- 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.
- 4.4.3 Provided the overall scheduling needs of the Department 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.

DISTRICT COUNTER-PROPOSAL #2 – September 8, 2017

PROPOSAL #1– July 10, 2017

ARTICLE 6 - UNION RIGHTS

6.1 The District in the fall and spring semester of each academic year shall must 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 must 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. (per AB 119 2017)

6.2 The District shall must 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. (per AB 119 2017)

6.2.1 Maintenance of Dues Checkoff-

Any employee who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the District and the PFF, whichever occurs sooner. The employer will honor the employee's check-off authorizations unless they are revoked in writing during the period outlined above, irrespective of the employee's membership in the PFF.

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 will provide all new hires, both full-time and part-time, with the current PFF membership information packet. This material will be included with all onboarding documentation and materials (per AB 119 2017). PFF will provide the District with sufficient copies of the information packets for distribution.

6.5 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

TA
Derezo
9/8/17
R. M. Hupp
9/8/17
Hupp
for Ron Perez
9/8/17

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).

- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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".
- 6.11 The District shall provide the Federation with a locked mailbox designated for the use of the PFF/AFT.
- 6.12 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.
- 6.13 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.

- 6.14 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.
- 6.15 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.
- 6.16 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
- 6.17 The District shall provide ~~two (2.0)~~ four (4.0) ~~three (3.0)~~ 3.4 3.0 FTE retroactive to July 1, 2017 per calendar year ~~for FY 2017/18 and 3.8 FTE for FY 2018/19 and ongoing~~ 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. 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.

6.18 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.

6.18.1 The Federation, upon the District's request, shall reimburse the District all compensation paid the employee on account of any leave described in 6.18. 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.

6.19 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 4.1.10.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.

6.20 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.

6.21 In ordinary circumstances ~~the~~ The District shall notify Federation leadership (co-presidents and/or grievance officer) via email of any investigatory meeting that may reasonably lead to discipline of faculty with no fewer than three (3) working days notice prior to the meeting.

D. Sarno 1/26/18
RCR 1/26/18 *CBiller*
[Signature] 1/26/18
PCCD COUNTERPROPOSAL #2- 1/26/18
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 ~~two~~ weeks prior to the first day of class, or an enrollment of fewer than 20 ~~15~~ students one week before the first day of class, may be cancelled. A class with 15 or more students will be allowed to meet the first class session. A class may be cancelled prior to the two week period if the appropriate Dean and Department Chair are in agreement. 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 class 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~~ class 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.

TH
Tim Chaffin
9/8/2017
Spero
9/8/17
Hight
Shure
for Ron
Perez

PFF PROPOSAL #2- August 2, 2017
DISTRICT COUNTER-PROPOSAL #1 #2- August 23, 2017

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

- 40.1 10.1 In any academic year, there shall be seven (7) professional development days, equal to forty-two (42) hours, as authorized by Title 5 California Code of Regulations (CCR) §55724. The seven (7) professional development days for full-time faculty includes one (1) required orientation day; Faculty (Plenary on the Friday immediately preceding the start of the fall semester). Professional development activities cannot replace the faculty member's contractual duties.

All full-time faculty members (regular, probationary, and temporary) shall complete the required professional development hours activities. Professional development activities cannot replace the faculty member's contractual duties. Part-time faculty shall participate if their assignment equals or exceeds fifty percent (50%) in any semester. Early Childhood Educational Lab School teachers are not required to participate.

Part-time faculty may contract for professional development during the Fall and Spring semester based on workload. Part-time faculty are compensated for professional development hours based on their percentage workload. A 100% load in a given semester is 21 hours of Professional Development. Example: Part-time faculty member teaching 67% load in the Fall semester would be eligible to be compensated for up to $.67 \times 21 = 14.07$ hours.

10.1.1 Some types of leave impact PD hour requirements for full-time faculty. Faculty members on one (1) semester sabbatical 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.

- 40.2 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 forty-two (42) hours, (seven [7] days x six [6] hours per day).~~
- e) ~~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.~~

40.3 10.3 Appropriate activities for Professional development activities are determined by the faculty member and should lead to employee improvement, student improvement, and/or instructional improvement. Acceptable activities are listed in Ed Code section 87153 and Title 5 Section 55724, 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.~~

40.4 10.4 For full-time faculty, the Professional Development year concludes for reporting purposes two weeks prior to the end of the spring semester. Due to payroll deadlines, PD for part-time faculty can be completed from August 1-December 1 for the fall semester, and from January 1-May 1 for the spring semester. Part-time faculty must report completed PD hours by December 1st for fall semester and May 1st for spring semester.

10.4.1. If a full-time faculty member does not successfully complete an approved Professional Development Contract by 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-time 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.

10.4.2. For Part-time faculty will be compensated for PD activities completed and reported by the due dates, ~~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 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.~~

~~10.6~~ 10.5 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.

~~10.7~~ 10.6 The duties of the Professional Development Coordinator include, but are not limited to, the following:

10.8.4 10.6.1 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 the Professional Development Advisory Committee, and finalization of the individual Professional Development contracts. Confirming the successful or unsuccessful completion of the individual Professional Development contracts, and reporting same to the Assistant Superintendent/Vice President of Instruction.

~~10.8.1~~ 10.8.2

~~10.8.2~~ 10.8.3 ~~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~~ 10.8.4 ~~10.6.2~~ 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~~ 10.8.5 ~~10.6.3~~ Providing resources for professional development activities.

~~10.8.5~~ 10.8.6 ~~10.6.4~~ 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~~ 10.8.7 ~~10.6.5~~ Coordinating activities with campus and community groups, including the North County Higher Education Alliance and North County Professional Development Federation.

~~10.8.7~~ 10.8.8 ~~10.6.6~~ 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, §55720 et seq. and Ed. Code 87153.

~~10.8.8~~ 10.8.9 ~~10.6.7~~ 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~~ 10.8.10 ~~Supporting professional development activities in the District.~~

~~10.8.10~~ 10.8.11 ~~10.6.8~~ Publishing occasional newsletters during the year announcing and highlighting professional development

activities.

~~10.8.11~~~~10.8.12~~ 10.6.9 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~~~~10.8.13~~ 10.6.10 Co-chairing and assisting in the coordination, planning, and implementation of all orientation days for faculty members.

~~10.8.13~~~~10.8.14~~ 10.6.11 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~~~~10.8.15~~ 10.6.12 Serving as Chair and holding regular meetings of the Professional Development ~~Advisory Board~~ Committee.

~~10.8.15~~~~10.8.16~~ 10.6.13 Providing needed documents to the State Chancellor's Office as required by Title 5 CCR §55730(f).

40.9 10.7 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.

40.10 ~~10.8~~ The Professional Development ~~Advisory Board~~ Committee provides guidance to the Professional Development Coordinator.

The membership of the Professional Development ~~Advisory Board~~ Committee is comprised ~~comprised of: listed in the Palomar College Governance and Administrative Structure Book at~~ <http://www2.palomar.edu/pages/strategicplanning/files/2016/02/Governance-Structure-Book.pdf>

- ~~• 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~~
- Co-Chairs: Professional Development Coordinator and the Vice President of Human Resources
 - One (1) Instructional Dean or representative appointed by the Superintendent/President
 - Eight (8) Faculty representatives appointed by the Faculty Senate: one from each Instructional Division, one from Student Services, one from Library, and one part-time faculty member
 - Two (2) Administrative Association representatives appointed by the AA: one Educational and one Classified
 - One (1) Confidential and Supervisory Team representative appointed by CAST
 - Two (2) Classified Unit Employee representatives appointed by CCE/AFT
 - Two (2) representatives from the Professional Growth Committee
 - One (1) PFF representative appointed by PFF
 - One (1) representative from Human Resource Services appointed by the VPHRS

The Vice President for Instruction appoints the Senior Administrative member, and all other members are appointed by their respective constituent groups as outlined in the link above, ~~and the rest of the members are appointed by the Faculty Senate. The term of service is three (3) years.~~

~~10.11~~ 10.9 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. 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.

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 and Spring Semester Review Confirmation-- Probationary Faculty
2. Peer Evaluation Review Report for Tenured Faculty
3. Part-Time Faculty Summary Report Review Report for Part-Time Faculty
4. Peer Review for Non-Tenured Faculty Evaluation Review Report and Spring Semester Review Confirmation – Temporary Full-Time Faculty

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 and Assistant Department Chair, if applicable, 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~~ must also 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 members 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. With outgoing and incoming Chair agreement, the incoming Chair can start his/her term immediately following commencement instead of waiting until July 1. In such an event, the appropriate Division Dean shall be notified by May 1.
 - 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) If acting as the Department SLO Facilitator, the Department Chair will also assume the duties outlined in 12.9.

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) Work with the TERB Coordinator in identifying part-time faculty who are due for evaluation per the timeline in Article 17.
- 3) Provide input for the evaluations of staff assigned to the department
- 4) Select designees to serve on evaluation committees for full-time faculty as described in Article 17.
- 5) Coordinate part-time faculty evaluations and ensure the completion of these evaluations by the deadline prescribed in the TERB calendar.
- 6) Complete the Department Chair form for part-time faculty evaluations and write the Department Chair's letter for probationary faculty in the department.
- 7) ~~Review and sign off on Improvement Plans for part time faculty.~~

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 and according to the guidelines outlined in Article 20.

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 (i) as leadership.

12.6.9 Summer Duties (for the time period between Commencement and Plenary). Department Chairs will be available to meet with their Division Dean and others the week prior to the start of the summer term and for the first week of classes. In August the Chairs shall be physically available for meetings two weeks prior to the start of the fall semester. In addition, Chairs shall be promptly available during the summer by phone and email. If this is not possible, the Chair shall appoint a designee to act on his/her behalf.

1) Be available via email or phone to faculty in the department teaching spring intersession or summer classes.

2) Be available via email or phone to the Division Dean to discuss class enrollments and/or cancellations.

3) Be available to hire part-time faculty in emergent or time-sensitive situations to ensure all fall classes are staffed.

4) Be available to schedule development.

5) Communicate with part time faculty and all HR to ensure all fall classes are staffed.

6) Be available for end of year budget review and approval of payment.

7) Be available to timely process all paperwork.

4) Be available to address student and faculty complaints and/or issues.

9) Be available to participate on hiring committees for administrators, classified staff, and faculty.

10) Be available to attend training sessions (E.g., related to chair training PD, sexual harassment, and hiring).

12.6.9.1 Any other Department Chair duties as outlined in 12.6 will be conducted during the contract year or compensated via NOHE.

12.6.9.2 A Department Chair will receive a summer stipend, paid on an NOHE in July and August, as part of the calendar year stipend amount.

- 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 2016-17

Additional Negotiated Rate Increase – 3% (FY 2016-17)
Effective 1.1.17, retro to 7.1.16; Governing Board Ratified 12.13.16

Academic Year Assigned Time	Calendar Year Stipend Amount (including summer)	SLO Semester Stipend
20%	\$6,406.60	\$546.53
40%	\$7,047.26	\$710.47
60%	\$7,688.39	\$874.43
80%	\$8,328.58	\$1,093.05

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 for Department Chairs is 80%, 60%, or 40%. 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. The Director of the Fire Academy shall be employed under an eleven-month contract and shall receive sixty percent (60%) 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, and will act as the department's SLO Facilitator. Any designee in this role must be a full-time faculty member in the department. The Chair or designee shall perform the following duties each fall and spring semester:

- a. Participates in SLOAC training as requested by the SLOAC Coordinator
- b. Provides department and/or one-on-one SLOAC 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 entered and current each semester
- e. Ensures that the department meets the semester and annual goals and timelines established by the Learning Outcomes Council (LOC).

ARTICLE 14- GRIEVANCE PROCEDURE

14.1 Definitions

- 14.1.1 A "grievance" is an allegation by any member of the bargaining unit or the Union, who allegedly has been adversely affected by a violation of a specific term of this Agreement. When a "grievance" is filed at the formal level of this grievance procedure, it shall be in writing, signed and dated by the employee or the Union submitting the grievance, and shall contain a specific description of all of the facts which the employee or the Union claims shows a violation of a specific term of this Agreement. The written grievance also must identify the specific term of this Agreement claimed to have been violated, how and by whom it was violated, the date of the violation, the names of any witnesses or individuals who can or may provide information regarding the claimed violation, and the specific remedy sought.
- 14.1.2 A "grievant" is the ~~Union~~ Federation or a member of the bargaining unit.
- 14.1.3 A "day" is a day in which the administrative office of the District is open.
- 14.1.4 A "Federation Grievance Representative" is an authorized representative of the ~~Union~~ Federation who has been appointed by the ~~Union~~ Federation for the purpose of assisting and representing individual grievants at any level or step of this grievance procedure. The ~~Union~~ Federation shall inform the Assistant Superintendent/Vice President for Human Resource Services in writing as to the identity of all Federation Grievance Representatives.

14.2 Informal Level

- 14.2.1 Before filing a written grievance, the grievant shall attempt to resolve the problem by an informal conference with the Dean or lowest-level educational administrator to whom the grievant reports. If the Dean or lowest-level educational administrator is unavailable for the information conference during the last five (5) days of the thirty (30) day period in Section 14.3.1, a formal grievance may be filed and held in abeyance while attempts to resolve the problem informally continue.

14.3 Formal Levels

14.3.1 Step 1

a) Within thirty (30) days after the occurrence of the act or omission, or within thirty (30) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the Dean or lowest-level educational administrator to whom the grievant reports. The grievant shall send a copy to the Union Federation at the same time. The term "days", at this Step 1 only, does not include days during any intersession or summer session during which the grievant is not scheduled to work.

b) This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference under Section 14.2 above, and the specific remedy sought.

c) The Dean or lowest-level educational administrator to whom the grievant reports shall communicate a decision to the employee in writing within twenty (20) days after receiving the grievance. The Dean or lowest-level educational administrator shall send a copy to the Union Federation at the same time. If the Dean or lowest-level educational administrator to whom the grievant reports does not respond within the time limit, the grievant may appeal to the next step.

d) Within the above time limits, either party may request a personal conference with the other party. At such conference the grievant may be represented by no more than one (1) Federation Grievance Representative, and the Dean or lowest level educational administrator may be represented by no more than one representative, unless mutually agreed otherwise. Any such conference shall be scheduled by mutual agreement.

*consist
language*

14.3.2 Step 2

a) In the event that the grievant is not satisfied with the decision at Step 1, he/she may appeal to the Assistant Superintendent/Vice President directly responsible for that employee. Such appeal must be in writing and filed within twenty (20) days with the Assistant

Superintendent/Vice President. The grievant shall send a copy to the Union Federation at the same time.

b) This appeal shall be a clear, concise statement of the reasons for the appeal.

c) The Assistant Superintendent/Vice President shall communicate a decision to the employee in writing within twenty (20) days after receiving the grievance. The Assistant Superintendent/Vice President shall send a copy to the Union Federation at the same time. If the Assistant Superintendent/Vice President does not respond within the time limit, the grievant may appeal to the next step.

14.3.3 Step 3

a) In the event that the grievant is not satisfied with the decision at Step 2, he/she may appeal to the Assistant Superintendent/Vice President for Human Resource Services. Such appeal must be in writing, and filed within twenty (20) days with the Assistant Superintendent/Vice President for Human Resource Services. The grievant shall send a copy to the Union Federation at the same time.

b) This appeal shall be a clear, concise statement of the reasons for the appeal.

c) The Assistant Superintendent/Vice President for Human Resource Services shall communicate a decision to the employee in writing within twenty (20) days after receiving the grievance. The Assistant Superintendent/Vice President for Human Resource Services shall send a copy to the Union Federation at the same time. If the Assistant Superintendent/Vice President for Human Resource Services does not respond within the time limit, the grievant may appeal to the next step with the written consent of the Union Federation.

d) Within the above time limits, either party may request a personal conference with the other party. At such conference the grievant may be represented by no more than one (1) Federation Grievance Representative, and the Assistant Superintendent/Vice President for Human Resource Services may be represented by no more

than one (1) representative, unless mutually agreed otherwise. Any such conference shall be scheduled by mutual agreement.

14.3.4 Step 4

→ a) In the event that the grievant is not satisfied with the decision at Step 3, he/she may appeal, with the written consent of the Union, to confidential mediation with the assistance of a mediator from the California State Mediation and Conciliation Service. The appeal shall be addressed to the Assistant Superintendent/Vice President for Human Resource Services. Such appeal must be in writing and filed within ten (10) days with the Assistant Superintendent/Vice President for Human Resource Services.

b) A mediator will meet separately or with both parties together in an effort to resolve the grievance. If, after a reasonable time, the mediator believes that the grievance may not be resolved, the grievant may pursue any other available legal remedies.

14.4 Binding Arbitration

14.4.1 Designated Representatives

During the binding arbitration phase of the grievance process, either party may elect to use an attorney or other professional resource person.

14.4.2 Fees and Expenses

The parties shall bear their own costs and expenses, except for the following:

- a) The cost of the arbitrator and the court reporter shall be shared by both parties.
- b) The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise, the cost shall be paid by the party requesting the transcript.
- c) The grievant and the Union shall have reasonable access to clerical and secretarial services provided by the District for the processing of grievances.

14.4.3 Grievance Forms

The Grievance & Appeal Form is located in Appendix E and on the PFF website.

14.4.4 Arbitration

If the Union Federation proceeds to arbitration, it shall, within twenty (20) days of receipt by the grievant of the Superintendent/President's written answer, notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Union Federation shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator, the selection shall be made by rotation from a permanent panel of five (5) arbitrators (per side letter).

- 14.4.4.1 If one (1) or more of the arbitrators on the panel no longer wishes to serve, such person(s) shall be replaced by mutual agreement of the District and the Union Federation.
- 14.4.4.2 The arbitration hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.
- 14.4.4.3 If any question arises as to the arbitrability of the grievance, such question shall be addressed prior to the consideration of the merits of the grievance.
- 14.4.4.4 The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions and remedy. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case.
- 14.4.4.5 The arbitrator shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have the power or authority to award financial compensation in accordance with the provisions of this Agreement. The arbitrator shall not have the authority to add to, subtract from, disregard, alter,

delete or modify any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the District to do any act in violation of this Agreement.

14.4.5 Expedited Arbitration

By mutual agreement of the District and the Union Federation, arbitration may be held under the Expedited Rules of the American Arbitration Association.

14.4.6 Miscellaneous

- 14.4.6.1 The grievant, the Union Federation and the District shall have equal access to any documents and District records which will assist in adjusting the grievance.
- 14.4.6.2 Grievances of a similar or like nature may be joined as a single grievance upon written consent of the grievants involved. Should the grievants so consolidate, the final decision shall be binding upon all parties to the consolidated grievance.
- 14.4.6.3 All rights granted to one party to the complaint shall be granted to the other.
- 14.4.6.4 By mutual agreement, the grievance may revert to a prior level for reconsideration.
- 14.4.6.5 The arbitrator shall be empowered to direct any District employee to attend the hearing without loss of salary to the employee. If the employee refuses to attend the hearing, the arbitrator shall have the power to subpoena the employee.
- 14.4.6.6 Advocates for the parties in arbitration shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of the witnesses shall be exchanged at least five (5) working days before the first day of the hearings.

14.5 Federation Representation of Grievants

- 14.5.1 At any level or step of this grievance procedure, a Federation Grievance Representative may represent an individual grievant or the Union Federation.
- 14.5.2 14.5.2 If an individual grievant chooses not to be represented by a Federation Grievance Representative, in accordance with Government Code §3543, the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance, a copy of the proposed resolution, and been given at least ten (10) days to file a response to the proposed resolution.

14.6 Miscellaneous

- 14.6.1 No grievant shall use the grievance procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission or agency.
- 14.6.2 No grievant shall use the grievance procedure in regard to any claim or complaint for which the grievant has used or initiated any other remedial procedure or course established by statute or regulation having the force of law.
- 14.6.3 If the grievant introduces new evidence at any step in the grievance procedure, the District may require that the grievance be returned to the prior step.
- 14.6.4 The Union Federation may file a grievance at Step 2 rather than Step 1 in cases where the alleged violation of a specific and express term of this Agreement involves all or most of the members of the bargaining unit.
- 14.6.5 Grievances and their responses shall be maintained in files separate from personnel files.
- 14.6.6 If either party will be represented by legal counsel at any step prior to the mediation step (Step 4), reasonable prior notice will be given to the other party.
- 14.6.7 The time limits specified in Steps 2 through 4 of this Article may be extended by written mutual agreement of the parties.

TA'ed
1/26/18
General
C. Miller
T. C. 1/26/18

PCCD COUNTERPROPOSAL #2- 1/23/18
ARTICLE 15 - COMPENSATION

[Signature]
1/26/18

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 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. Official transcripts 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.

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.

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.

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*. Requests must be approved in advance of the training by the Sabbatical Leave Committee. Seventy-one (71) hours of 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 Grade C on the salary schedule after acquiring 24 equivalent units; to Range Grade D on the salary schedule after acquiring 48 equivalent units; to Range Grade E on the salary schedule after

acquiring 72 equivalent units; to **Range Grade F** on the salary schedule after acquiring 96 equivalent units; and, to **Range Grade G** on the salary schedule after acquiring 120 equivalent units. This section shall not permit the granting of any retroactive credit for training occurring prior to January 1, 2017.

15.3.2 Salary Range Grade Placement

Salary range grade 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 Grade 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 Grade 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 Grade 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 Grade 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 Grade 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 Grade G**– Persons holding both of the following qualifications:

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 Grade H**

1. Persons holding a Doctorate Degree

15.3.3 Salary Step Initial Placement

a) **Range Grade B**

A faculty member meeting minimum qualifications for **Range Grade 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) **Range Grade C through H**

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 Early Childhood Education Lab School (ECELS) Teachers shall be paid in accordance with the existing child development teacher schedule.

15.3.10 Step Moves

All full-time faculty and 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.

15.3.11 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) ECELS Teachers: Salary Schedule (for permanent and hourly teachers)

15.3.12 Full-Time Faculty and ECELS Teacher-Salary Schedules

- a) For the ~~2016-17~~ 2017-18 academic year all full time salary schedules and ECELS teacher salary schedules in effect on June 30, ~~2016~~7 shall be increased by ~~1.29%~~ 1.56% COLA base adjustment increase ~~plus an additional raise~~ base allocation increase of 1.71% ~~2%~~ for a total of 3% ~~3.56%~~. This increase will be retroactive to July 1, ~~2016~~ 2017. 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.~~

- c) The stipends contained in Appendix F and Article 12 shall be increased by ~~3%~~ 3 1.56%, retroactive to July 1, 20167.

15.3.13 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 the ~~2016-17~~ 2017-18 academic year all part-time salary schedules in effect on June 30, 2016~~7~~ shall be increased by ~~1.29%~~ 1.56% COLA ~~base adjustment increase plus an additional raise base allocation increase of 1.71% 2% for a total of 3% 3.56%~~. This increase will be retroactive to July 1, 2016~~7~~. Payment shall be made as soon as practicable after ratification of the tentative agreement by PFF and adoption by the Board.

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 Grade 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 grades are defined. Individual range grade 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 grade.¹

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

Range Grade 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.

Range Grade 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 Grade D: Persons who possess two (2) Master's Degrees or a Doctorate Degree.

- 15.4.5.2 Teaching faculty movement within a range-step 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
<u>Movement from Step 4 to Step 5:</u>	<u>1800 hours</u>
<u>Movement from Step 5 to Step 6:</u>	<u>2250 hours</u>
<u>Movement from Step 6 to Step 7:</u>	<u>2700 hours</u>
<u>Movement from Step 7 to Step 8:</u>	<u>3150 hours</u>
<u>Movement from Step 8 to Step 9:</u>	<u>3600 hours</u>
<u>Movement from Step 9 to Step 10:</u>	<u>4050 hours</u>

Effective July 1, 2018

All hours paid in an academic assignment are considered in the accumulation of hours for movement within a range step. Each individual's accumulation of hours for movement within the range step 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.

→ Herro
TRC
Colleen Bigler
AP

15.4.5.4 Evaluation of Prior Course Work

The part-time faculty salary schedule steps and ~~columns~~ grades 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	<u>Committee/other professional responsibilities</u>
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 (optional) ²
N/A	<u>Committee/other professional responsibilities</u>
35	Total hours per week

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

15.4.8 Part-Time Faculty Office Hours

~~Continuing for the academic year 2016-2017 only~~, Instructional part-time faculty members teaching credit or non-credit courses will be compensated for office hours earned in Fall and Spring semester only, according to the following criteria:

- ~~Four (4)~~
- a) ~~Three (3)~~ ~~Five (5)~~ office hours per semester for faculty members teaching three (3) or fewer credit units/non-credit hours.
- ~~Seven (7)~~
- b) ~~Six (6)~~ ~~Eight (8)~~ office hours per semester for faculty members teaching four to six (4-6) credit units/non-credit hours.

*Gerardo
Tice
C. Bitler
AP*

- Ten (10)
- c) ~~Nine (9)~~ Eleven (11) office hours per semester for faculty members teaching seven to nine (7-9) credit units/non-credit hours.
- d) Office hours shall be compensated at ^{fifty} ~~forty-five~~ dollars (\$⁵⁵ ~~45.00~~) per hour. the part-time faculty member's instructional rate.
- e) Participating part-time faculty shall provide written certification of office hours served on the appropriate District form found on the Human Resource Services website (Appendix H).
- f) Part-time faculty participation is voluntary. It is understood and agreed that no office hours are required of part-time faculty.
- 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.
- h) The deadline to submit the form for paid part-time office hours will extend to the end of the last week of the semester.
- i) Office hours and location shall be included in the class syllabi in order to qualify for compensation.

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

15.4.9 Canceled Class Pay for Part-Time Faculty

Per Ed Code 87482.8, whenever possible, part-time faculty members assigned to a class that is canceled anytime from two weeks before until anytime after the beginning of a semester class begins meeting will be compensated for the first week of assignment, paid at their non-instructional rate. If the class meets more than once per week, part-time faculty will be paid for all hours that were scheduled that week.

15.4.10 Professional Development Pay for Part-Time Faculty

Part-time faculty members assigned to a class that is canceled anytime from two weeks before until anytime after the class begins meeting will be compensated for any Professional Development hours completed during the period prior to the class being canceled.

15.5 Support for Part-Time Faculty Participation in ~~Faculty Senate~~ Shared Governance

15.5.1 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.

15.5.2 Part-time faculty members who are elected or appointed to serve in a committee position on any of the following committees will be compensated at a rate of \$11 per hour for committee meeting times that they attend for the semesters they hold their position. Participation in the following committees will be verified by the Committee Chair.

15.5.2.1 Basic Skills Committee
Curriculum Committee
Finance and Administrative Services Planning Council
Instructional Planning Council
Policies and Procedures Committee
Professional Development Committee
Strategic Planning Council
Student Services Planning Council
Student Success and Equity Council
Tenure and Evaluations Review Board

² It is understood and agreed that, at this time, no office hours are required of part-time faculty.

TA 1/16/18
D. J. Miller 1/16/18
T. C. 1/16/18
M. J. 1/16/18
PCCD COUNTERPROPOSAL #2- 1/16/18
ARTICLE 17 - EVALUATION PROCEDURE

17.1 General Provisions

- 17.1.1 Faculty review shall be the primary feature of the evaluation process.
~~(Agreed as moved from 17.1.10)~~
- 17.1.2 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the faculty member's performance of his/her faculty assignment.
- 17.1.3 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.4 Faculty 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.
- 17.1.5 Every Evaluatees shall receive may request a signed copy of his/her evaluation from the Tenure and Evaluations office for up to three years from the time of evaluation. (Agreed)
- 17.1.6 A "business day" shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.
- 17.1.7 Wherever a Department Chair or other faculty member is authorized to appoint a designee to assume the designator's role in the evaluation process, the appointed designee shall be a faculty member. Rare circumstances may exist in which the TERB Coordinator, in consultation with the department chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation shall be used by the department chair or his/her designee in writing the review report. (Agreed)
- 17.1.8 All final evaluation Review Reports that shall rate a faculty member's overall performance shall use the terms as one of the following: High Professional Performance, Standard Professional Performance, Needs Improvement, and or Unsatisfactory. (Agreed)
- 17.1.9 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- ~~17.1.10 Faculty review shall be the primary feature of the evaluation process.~~
~~(Agreed as stated above)~~

17.1.11 ~~Either The Dean and/or first level administrator and/or Vice President in charge of overseeing the evaluatee's discipline may submit comments and/or recommendations on the Review Report form. Any comments and/or recommendations shall become an official part of the evaluation record. The evaluatee shall be notified of if any such comments and/or recommendations are entered after the evaluatee has signed the document.~~ Such comments and/or recommendations shall become an official part of the evaluation record. **For the 2018-19 year negotiations, both parties have agreed to negotiate and create a schedule/process that will entail the Deans* having the opportunity to provide comments and/or recommendations prior to the Final Review Report meeting and the evaluatee's signing the final evaluation.**

lf

Done
TCC

17.1.12 In accordance with Education Code 87663(c), evaluations of faculty members will include, to the extent practicable and applicable, student evaluations. Faculty members shall have access to their own student evaluation summaries within a reasonable period of time following the posting of final course grades for that semester or session, subject to the availability of the data from TERB. Student evaluations alone shall never be used as the sole justification for a decision in a summative evaluation or in denial of tenure.

17.1.13 Final Review Reports for all faculty members (regardless of status) shall be filed in the evaluatee's official personnel file. Once a faculty member has reviewed their Review Report with the evaluator and/or committee, he/she will have ~~However, a review report will not be entered or filed in a faculty member's personnel file until the faculty member is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) business days for review and comment. This ten (10) day (10-day) period may be extended only with the mutual written agreement of the Assistant Superintendent/Vice President of Human Resource Services or designee and the faculty member. (Agreed)~~

~~A faculty member will have the right to enter comments and have them attached to the final Review Report (This is stated above). Tenure and rehire evaluations may be appealed by probationary faculty members under the provisions of Article 17.7. However, with the exception of the tenure and rehire appeal process, the attachment to the final Review Report is the sole remedy for the contents and/or recommendation(s) in any evaluation document being entered or filed in a faculty member's personnel file. Substantial departures from the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14 - Grievance Procedure) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found to have prejudiced a fair and objective evaluation of the faculty member's job performance.~~

17.1.14 The contents, including comments and recommendations, of any evaluation document shall not be grievable.

17.1.15 The Department Chair or Director, or other faculty member(s) who is (are) responsible for making future assignments for part-time faculty members, shall have access to a part-time faculty member's evaluation documents and may confer with previous evaluators for the purpose of making appropriate assignments. The TERB Coordinator will provide evaluation documents from the previous three years when requested by the aforementioned evaluator(s) and will notify the affected part-time faculty member. (Agreed)

17.2 Tenure and Evaluations Review Board

17.2.1 In accordance with Education Code §87663(c), evaluations of faculty members will include, ~~but not be limited to,~~ a peer review process called tenure and evaluations review. There shall be a Tenure and Evaluations Review Board (TERB) that shall oversee and make recommendations regarding the development and use of evaluation forms and procedures, ~~oversee and make recommendations regarding~~ the evaluations of faculty members, hear and consider matters of concern brought to it by faculty members and the District regarding the faculty evaluation process and/or procedures, and perform other duties which specifically are delegated to it by this Article. (Agreed)

17.2.2 In conformance to this Article and state law, the TERB shall develop all tenure ~~(current language)~~ and evaluations procedures, standards, evaluation calendars, and forms with the purpose of ensuring that faculty evaluations are accurate, fair and equitable. The Federation shall consult with the Faculty Senate regarding any substantial change in the standards, forms or procedures. Approved and current evaluation forms and checklists will be available on the TERB website. ~~The New~~ standards, forms and/or procedures developed by the TERB shall be submitted to the Federation and the District for approval. If these bodies do not agree upon any of them, the matter in question shall become a subject for negotiations between the District and the Federation. ~~The Federation shall consult with the Faculty Senate regarding any substantial change in the standards, forms or procedures. The evaluation forms referred to in Appendix K shall remain in force until changed as provided in this paragraph.~~ (Agreed)

17.2.3 Subject to the approval of the Federation and the District, the TERB may designate unique categories of faculty members who shall be evaluated by procedures other than those in this Article.

17.2.4 The TERB shall be composed of the following academic employees:

- TERB Coordinator, who shall be the Chair
 - Vice President for Instruction or his/her designee
 - ~~One (1)~~ Two (2) permanent faculty members "at large" selected by the Faculty Senate
 - One (1) permanent faculty member from each of the instructional divisions selected by the Federation Faculty Senate
 - One (1) permanent faculty member from either Counseling, Library or Student Services Support selected by the Federation Faculty Senate
 - One (1) part-time faculty member selected by the Federation
 - ~~One (1) full-time faculty member selected by the Federation (Agreed)~~
- 17.2.5 Faculty members on the TERB serve two (2) year terms.
- 17.2.6 ~~At least The seven (7) members of the~~ A quorum of TERB must be present when decisions regarding tenure or evaluation reports are made.
- 17.2.7 There shall be a TERB Coordinator who will be a full-time permanent faculty member who shall be jointly appointed by the Superintendent/ President and the ~~Faculty Senate~~ Federation for a two (2) year term. There is no limit to the consecutive years of service, but there is an open application procedure every two (2) years. This position reports directly to the Vice President for Instruction. The TERB Coordinator shall be evaluated by the TERB in a process facilitated by the Vice President of Instruction. The TERB Coordinator is provided reassigned time as ~~determined by the Faculty Senate~~ outlined in Appendix F to perform the duties of the position. (Agreed)
- 17.2.8 The duties of the TERB Coordinator include, but are not limited to, the following:
- Chairing TERB meetings
 - Supporting and training Instructional Staff assigned to the Tenure and Evaluations office
 - Coordinating all faculty evaluations
 - Conducting tenure/evaluation workshops for new faculty
 - Appointing randomly selected faculty to serve on Tenure and Evaluation and Peer Review Committees
 - Submitting all final signed evaluations to Human Resource Services
 - Collaborating with the Professional Development Coordinator in programs that support and encourage each faculty member's effectiveness

- Consulting with the Faculty Senate and the Federation as prescribed in this Article.
- Monitoring for compliance of evaluation processes as described in this Article.
- Reviewing probationary Review Reports.
- In consultation with the TERB, developing and revising evaluation standards, forms, and procedures.
- Maintaining regular communications with department chairs and first-level directors regarding faculty evaluations within their departments.
- Working with Evaluation Committees, evaluators and/or evaluatees to develop Improvement Plans. (Agreed)

17.3 Part-Time Faculty

17.3.1 In accordance with Education Code §87663 and Article 20, a part-time faculty member teaching a .7% FTE load or greater will be evaluated during the first year of employment with the District, and at least once in every six (6) subsequent semesters. For the purpose of this Agreement, those subsequent semesters shall not include intersession and/or summer session. Evaluations will be conducted according to the following procedures.

17.3.1.1 Student evaluations using the "Student Ratings of Instructor" form (Part-Time).

17.3.1.2 The Department Chair/Program Director to whom the part-time faculty member reports (or his/her designee) completes an in-class observation using the Class Observation Form. For the evaluation of part-time faculty, the designee shall be any full-time faculty member or a retired Palomar full-time faculty member who continues to serve in a part-time status. Rare circumstances may exist in which the TERB Coordinator, in consultation with the Department Chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation form shall be used by the Department Chair in writing the Review Report.

Upon completion of the observation and form process, the dean shall may review the student evaluations, the faculty observation report, and the write-up, and may enter any comments/recommendations prior to the final evaluative grade and meeting with the PT faculty member.

- 17.3.1.3 The Department Chair/Program Director (or his/her designee) reviews student evaluations and in-class observations with the part-time faculty member and both sign the appropriate Part-Time Faculty Evaluation Review Report. The evaluator shall suggest improvements, as appropriate, ~~and determine re-evaluation frequency to monitor progress.~~ For each part-time evaluation Review Report, the Department Chair will complete and sign the Department Chair Supplemental Evaluation Form. ~~(Agreed based on redundancy below)~~
- 17.3.1.4 The Department Chair/Director ~~(or his/her designee)~~ may request a re-evaluation or an out-of-cycle evaluation of a part-time faculty member during any semester of service to monitor progress. These evaluations shall be conducted using student evaluations and shall include all elements of the Part-Time Evaluation Checklist as posted on the Tenure and Evaluations website. (See Appendix K).
- 17.3.2 Courses taught during intersession and summer sessions are excluded from evaluation considerations. (Agreed)
- 17.3.3 A part-time faculty member who has a break in service of three (3) consecutive semesters or more, for any reason, will be considered a first-time, part-time faculty member for the purpose of evaluation (See Article 20).
- 17.3.4 If a part-time faculty member receives an overall Needs Improvement or Unsatisfactory on his or her Evaluation Review Report (Article 17.1.7), a follow-up evaluation shall be completed. to the extent practicable. If the part-time faculty member teaches the subsequent semester or any semester thereafter he/she shall be reevaluated in either the subsequent during that semester that he or she is teaching, or the semester that follows the submission of the finalized Evaluation Review Report to the TERB office.
- 17.3.4.1 A part-time faculty member with an overall Needs Improvement or Unsatisfactory on his or her Evaluation Review Report (Article 17.1.7) shall receive an Improvement Plan from the evaluator. Improvement Plans are intended to provide an opportunity for careful reflection and discussion, as they encourage communication between the part-time faculty member and the Department Chair or his/her designee in order to help the part-time faculty member to meet department standards. The Improvement Plan shall be written in good faith and approved by the Department Chair and the TERB

Coordinator prior to its implementation. The Improvement Plan shall clearly specify areas to improve and remedies to rectify deficiencies described in the Evaluation Review Report. The Improvement Plan will be attached to the evaluatee's Evaluation Review Report and must be signed by the evaluatee prior to the follow-up evaluation. (Agreed)

17.3.4.2 Assignments for part-time faculty members may be impacted by evaluation results. Details on the process for part-time faculty assignments and the relation to evaluations is found in Article 20.

~~_____ A part-time faculty member that earns an overall Needs Improvement on his or her in-cycle or out-of-cycle Review Report shall be offered an assignment comparable to his or her historical load the following semester subject to the following provisions.~~

- ~~(1) _____ The part-time faculty member has accrued six (6) or more assignment credits. One assignment credit is bestowed for each regular semester (fall or spring) in which the part-time faculty member is offered and accepts an academic assignment at Palomar College within the past 5 years.~~
- ~~(2) _____ The part-time faculty member has at least one prior evaluation from Palomar College with an overall rating of Standard or High Professional Performance.~~
- ~~(3) _____ A part-time faculty member's priority number (as described in Article 20) is such that he or she would otherwise be offered an assignment for that semester.~~

~~_____ If the provisions of 17.3.4.2 are met, the part-time faculty member will continue to be offered assignments comparable to his/her historical load until the follow-up evaluation is completed, signed and submitted to the TERB office. If the follow-up evaluation has an overall Needs Improvement or Unsatisfactory rating, the part-time faculty member's priority number (for the purposes of class assignments), reverts to zero.~~

17.3.4.3 If a part-time faculty member earns an overall Unsatisfactory on his or her in-cycle or out-of-cycle Evaluation Review Report, the part-time faculty member may teach one course (or 20% FTE load for non-teaching faculty) for subsequent semesters until the follow-up evaluation is completed. If the follow-up evaluation

~~has an overall Needs Improvement or Unsatisfactory rating, the part-time faculty member's priority number (for the purposes of class assignments), reverts to zero.~~

17.3.5 It is the responsibility of the department to ensure timely evaluations, are conducted within the first year of employment and (Ed. Code 87663) at least once every three years, of part-time faculty members.

17.4 Early Childhood Education Lab School Teachers

17.4.1 Early Childhood Education Lab School (ECELS) teachers shall be evaluated in their first year by the immediate supervisor or any other management employee to whom the ECELS teacher reports. Subsequent evaluations shall occur at least once every three (3) years utilizing the evaluations procedures contained in Appendix L. ~~Checklists for ECELS teachers are contained in Appendix K. (Agreed)~~

17.5 Temporary Full-Time Faculty

17.5.1 In accordance with Education Code §87663(a), temporary, full-time faculty serve on a year-to-year contract and are not eligible for tenure.

17.5.2 Temporary full-time faculty members in each of their first four (4) years of full-time service shall be evaluated as provided for probationary faculty members in Section 17.6.2 through 17.6.7, except that the Evaluation Committee Chair and members may be non-tenured full-time faculty members. (Agreed)

17.5.3 Temporary full-time faculty members in subsequent years of full-time service shall be evaluated as provided for tenured (regular) faculty members in Section 17.8, except that the Committee Chair and members may be non-tenured full-time faculty members.

17.6 Probationary Faculty Members

17.6.1 Probationary (contract) faculty members shall be evaluated in a full contract load, whether in teaching, counseling, or the library. Evaluations will occur according to the evaluations calendar established by TERB until probationary faculty members are granted permanent status.

17.6.2 A Tenure Evaluation Committee (TEC) will be established for each probationary (contract) faculty member to include the following five (5) academic employees:

- The Department Chair (or his/her tenured designee) shall serve as Chair

- The Vice President responsible for the faculty member or his/her designee.
- The Dean or first-level educational administrator to whom the probationary faculty member reports or his/her designee
- One (1) permanent faculty member from the evaluatee's discipline selected by the Department Chair. If the size of the department or other circumstances do not facilitate such an appointment, a permanent faculty member from a related discipline will be appointed.
- One (1) permanent faculty member from another department recommended by the TERB Coordinator and approved by the Vice President responsible for the faculty member.

If a given department has no faculty member serving as Department Chair or Director, the ~~Faculty Senate~~ TERB shall designate a tenured faculty member in that discipline to serve as Chair of the TEC. If no tenured faculty member from that discipline is available to serve as Chair, the ~~Faculty Senate~~ TERB shall designate a tenured faculty member from a related discipline to serve as Chair of the TEC. (Agreed)

- 17.6.3 The probationary faculty member may challenge within ten (10) business days of appointment either of the two (2) faculty members assigned to the probationary faculty member's TEC, but not the TEC Chairperson. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged faculty member. The probationary faculty member may also lodge a challenge within the first ten (10) business days of the fall semester during the second year of probationary service. The challenge may be granted only upon a majority vote of the entire TERB. If the challenge is denied, TERB shall provide the challenger with reason(s) in writing for its decision. (Agreed)
- 17.6.4 Should a probationary (contract) faculty member have an assignment within two (2) or more departments, the Department Chair from each department (or tenured designee) will be on the TEC.
- 17.6.5 The TEC, within its discretion and under the coordination of the TEC Chair, may hold meetings with or without the attendance of the evaluatee. However, members of the TEC shall meet with the evaluatee on a regular basis to provide support and assistance, as needed, and to communicate any concerns the TEC members may have about the evaluatee's job performance. The TEC will review the evaluatee's work (as prescribed by the evaluatee's evaluation checklist approved by TERB and made available on the Tenure and Evaluations website), will conduct the evaluation, and will prepare the Tenure Evaluation Review Report. The evaluatee will cooperate fully with the TEC and submit materials to it relevant to the evaluatee's assignment as requested by the TEC Chair. (Agreed)

- 17.6.6 The TEC's evaluation of the evaluatee and its preparation of the Tenure Evaluation Review Report is a flexible and careful process designed so that the probationary (contract) faculty member maintains a standard of excellence in the final stage of the tenure process. In a TEC, faculty shall be the primary reviewers of teaching methodology, curriculum choice, and delivery. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance. The TEC shall follow the evaluation calendar established by TERB. The final Tenure Evaluation Review Report ~~should be finalized by March 4~~ shall be submitted to the TERB office by the due date prescribed by the TERB-approved calendar.
- 17.6.7 In the fall semester of each academic year, the evaluation shall include observations by members of the TEC, student evaluations and a Final Review Report reflecting both the TEC members' observations and the student evaluations. In the spring of each academic year, the evaluation shall include student evaluations and a brief summary meeting. This The spring semester meeting shall be attended by the Chair of the TEC, at least one additional member of the committee, and the evaluatee. (Agreed)
- 17.6.8 The role of the TEC shall include mentoring, as well as evaluation of a faculty member's progress toward professional success.
- 17.6.9 The tenure and evaluation process is intended to contribute to the professional growth and success of probationary faculty members. To that end, the parties TEC will establish the following an Improvement Program Plan Process.
- 17.6.10 An Improvement Plan shall be required when the faculty member, in the Final Evaluation Review Report submitted at the end of the fall semester of his/her first or second year of probationary service, receives both of the following: (Agreed)
- Receives a "Rehire" recommendation by the TEC
 - Receives an evaluation of "Needs Improvement" or "Unsatisfactory" or "No" in one or more areas indicated in the Final Review Report.
- 17.6.11 An Improvement Plan shall be required when the faculty member, in the Final Evaluation Review Report submitted at the end of the fall semester of his/her third year of probationary service, receives an ~~overall "Satisfactory" or "Unsatisfactory"~~ rating with at least one element of performance marked as "Needs Improvement" or "Unsatisfactory" or "No". (Agreed)
- 17.6.12 An Improvement Plan shall be established at the start of the spring semester following the conditions stated in 17.6.10 and 17.6.11 when the employee receives and accepts a contract for continuing

employment in the District.

17.6.13 Improvement Plans are intended to provide an opportunity for careful reflection and discussion, as they encourage communication between the TEC and the evaluatee from the beginning of the probationary phase of tenure review. In addition they shall provide for the possibility of greater oversight by the TERB in cases where either of the following occurs:

- Recommended adjustments are not made by the evaluatee in an initial previous Improvement Plan
- ~~The "Needs Improvement" or "Unsatisfactory" appears in the third year of the probationary phase. The faculty member is entering his/her final year of the probationary period. (Agreed)~~

17.6.14 Improvement Plans address areas where a probationary faculty member must adjust or strengthen his or her performance, whether in relation to teaching, department work, or any of the performance standards included in the Final Evaluation Review Report. (Agreed)

17.6.14 17.6.15 Improvement Plans shall be generated ~~by the probationary faculty member, in consultation with the chair of the TEC as a first draft for consideration by all members of the TEC through a~~ collaborative effort between the probationary faculty member and the TEC, with the possibility for oversight and coordination by the TERB and/or TERB Coordinator. (Agreed)

17.6.15 17.6.16 No later than the end of the ~~third~~ second week of the Spring semester, in the faculty members first, or second, or third year of probationary service (as required above), the evaluatee and the TEC shall work collaboratively to submit to TERB a draft proposal for an Improvement Plan. The plan shall be reviewed by TERB. TERB shall either approve the plan or remand it to the evaluatee and the TEC for revision. Any revised plan shall receive TERB approval before it is implemented. (Agreed)

17.6.16 17.6.17 Improvement Plans shall reflect careful consideration of the areas requiring adjustment and improvement. Depending upon the seriousness of the issues being addressed, the Improvement Plan shall include some or all of the following:

- Activities (e.g., course work, observation of other faculty members, teaching strategies or techniques, other activities deemed appropriate to address the area(s) of concern, etc.) to be performed by the probationary faculty member
- Criteria for measuring progress toward satisfactory performance in the area(s) of concern

- Standards for determining if the progress is sufficient to merit a subsequent evaluation of "Standard Professional Performance" or better in the area(s) of concern
- Mentoring activities to be provided for the probationary faculty member
- Regularly scheduled meetings with the TEC and the evaluatee to discuss progress
- Meetings required by TERB with oversight by the TERB Coordinator (See 17.6.13).

17.6.17 17.6.18 The TEC shall determine the adequacy of progress demonstrated by the probationary faculty member under the Improvement Plan.

17.6.18 17.6.19 Improvement Plans are attached to the Tenure and Evaluation Review Report and become part of the official evaluation document.
(Agreed)

17.6.19 17.6.20 The Tenure Evaluation Review Report and any recommendations by the TEC with regard to any continuing employment or to the granting of tenure shall be sent to the TERB Coordinator. The TERB Coordinator will review them reports to ensure that they are complete and that the evaluation procedures have been properly followed. If the latter conditions have been met, the TERB Coordinator will transmit them with any comments and recommendations by the TEC to the Superintendent/President, who will review and transmit them with any comments and recommendations to the Governing Board.(Agreed)

17.6.20 17.6.21 The Governing Board makes the final decision on the continuing employment and the granting of tenure for all probationary (contract) faculty members.

17.7 Tenure and/or Rehire Appeals

17.7.1 At the beginning of each academic year an Evaluation Appeals Committee (EAC) shall be formed. The primary role of the EAC is to review the appeal with all appropriate documents and to make a recommendation to the Superintendent/President to uphold or not uphold the recommendation of the TEC. Specific responsibilities of the EAC include:

- Review the appeal and all appeal-related documents.
- Review the evaluation process to determine if the process was

followed.

- Review previous evaluations if appropriate to assess the TEC recommendation and appeal.
- Submit a recommendation to the Superintendent/President to either uphold or not uphold the TEC recommendation.

17.7.2 EAC Report

The EAC report must be submitted to the Superintendent/President no later than February 1st 10th or the first business day following for consideration in the Superintendent / President's recommendation to the Governing Board for rehire or tenure.

- 17.7.3 The Faculty Senate, the PFF, TERB, and the Superintendent/President shall appoint members and alternative members to serve on the EAC by September 30 of each academic year. Neither the TERB Coordinator nor the Vice President for Instructional shall be appointed to the EAC. The EAC shall consist of exactly seven members appointed as follows:

1. Two (2) administrators and one alternate appointed by the Superintendent/President.
2. One (1) faculty member and one alternate appointed by PFF
3. One (1) faculty member and one alternate appointed by TERB, and
4. Three (3) faculty members and two alternates appointed by the Faculty Senate.

Each member of EAC shall be dispassionate to both the appellant's position and the TEC's position. An appointee of the Superintendent/President shall convene the EAC upon receipt of an appeal in order to select a Chair. The Chair of the EAC shall be selected by the committee from among its membership.

17.7.4 EAC Chair Responsibilities

Once selected, the Chair of the EAC will be responsible for coordinating the appeals process, including meeting the deadline of February 1st 10th or the first business day following, when the recommendation is due to the Superintendent/President. The Chair shall have the following specific responsibilities:

- Establish appeal timeline

- Convene the EAC to hear appeals
 - Ensure that each EAC member has access to all necessary documents
 - Inform the probationary faculty member of his/her options to present to EAC
 - Draft EAC report/recommendations
 - Distribute the EAC report by February 1st ~~10th~~ or the first business day following to the Superintendent/President, Evaluator, TEC Chair, and TERB Coordinator.
- 17.7.5 The EAC Chair shall establish a timeline for the appeals process. The timeline shall be constructed so that the President/Superintendent receives the final appeals review report and recommendation no later than February 1st ~~0th~~ or the first business day following.
- 17.7.6 EAC faculty members required to meet on non-contract days shall be compensated at their ~~overload~~ non-instructional rate. (Agreed)
- 17.7.7 If a tenure and/or rehire recommendation is negative, the TEC Chair shall inform the TERB Coordinator and the evaluatee within 5 working days from the time the recommendation is made. The TERB Coordinator will apprise the evaluatee of his/her right to appeal the recommendation, and if the evaluatee decides to appeal the TEC's recommendation, the TERB Coordinator will facilitate the initiation of the appeals process. In addition to contacting the evaluatee by phone or email, a registered letter will be sent to the evaluatee's home within 48 hours two (2) business days. The evaluatee shall have ~~48 hours~~ two (2) business days from the time the letter is delivered to contact the TERB Coordinator to initiate the appeals process. (Agreed)
- 17.7.8 In each case of appeal, the TERB office shall forward the evaluatee's file to the Chair of the EAC within three (3) business days of the identification of the Chair from among the committee's membership.
- 17.7.9 The file will be available for examination by each member of the EAC at the TERB office or at the Office of Instructional Services during normal business hours.
- 17.7.10 EAC members, including alternates, will individually review the appellant's file and will then meet in committee. EAC members, including alternates, will maintain evaluator confidentiality throughout the appeal process. If necessary, the EAC may request to review evaluation and/or remediation information from prior reviewers.
- 17.7.11 The EAC is convened for the purpose of due process within the context of the college and does not perform a legal function. Given this context,

the EAC shall not engage with attorneys during the review and appeal process. If either the appellant or any TEC member engages legal representation, the internal due process outlined in this Article shall end immediately.

Both the appellant and a representative chosen by the TEC have the right to provide a personal presentation of their case to the EAC, each to be heard separately. The appellant has the right to have a peer representative present in this meeting if he/she so desires, and this person shall be an observer. The representative of the TEC shall be accompanied by a second member of the TEC, also chosen by the TEC, and this person shall be an observer.

- 17.7.12 All recommendations with supporting evidence regarding appeals must be made only when the entire membership is present, and must be made by a $\frac{5}{7}$ 5/7 vote.

17.7.13 All recommendations regarding tenure and rehire appeals will be explained in writing and submitted to the TERB Coordinator, the TEC, the Superintendent/President and the evaluatee by the Chair of the EAC.

17.7.14 The Superintendent/President's final recommendation to deny tenure or not rehire shall be forwarded to the Board of Trustees for their decision. If the Board's action is to deny tenure or not rehire, the faculty member may seek remedies as specified in the California Education Code.

17.8 Permanent Faculty Members

17.8.1 Permanent (regular) faculty members will be evaluated at least once in every three (3) academic years.

17.8.2 A Peer Review Committee (PRC) will be established for each permanent (regular) faculty member at least once in every three (3) years, to include the following two (2) academic employees:

- The Department Chair (or his/her tenured designee), shall serve as the Chair of the PRC. However, if the evaluatee is the Department Chair, another permanent faculty member from that department shall be appointed by the Faculty Senate to serve as Chair of the PRC, subject to approval by the TERB. (Agreed)
- One (1) permanent faculty member from the evaluatee's department, or a related discipline, who shall be selected by the evaluatee.

If a given department has no faculty member serving as Department Chair or Director, the Faculty Senate shall designate a tenured faculty member in that discipline to serve as Chair of the PRC. If no tenured faculty member from that discipline is available to serve as Chair, the Faculty Senate shall designate a tenured faculty member from a related discipline to serve as Chair of the PRC.

17.8.3 A Peer Review Committee (PRC) will be established for each permanent (regular) faculty member in a shared 50-50 percent load (see Article 20.2.2.5) at least once in every three (3) years, to include the following two (2) academic employees:

- The Department Chair of the primary department (or his/her tenured designee) shall serve as the Chair of the PRC. However, if the evaluatee is the Department Chair, another permanent faculty member from that department shall be ~~appointed~~ approved by the

Faculty Senate to serve as the Chair of the PRC (see Article 17.8.2). (Agreed)

- The Department Chair of the secondary department (or his/her tenured designee).
- 17.8.4 The permanent faculty member may challenge within ten (10) business days of appointment either (or both) of the two (2) faculty members comprising the faculty member's PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged faculty member(s). The challenge may be granted only upon a majority vote of the entire TERB. If TERB denies the challenge, TERB shall provide the challenger with reason(s) in writing for denying the challenge.
- 17.8.5 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluatee. However, the PRC shall communicate any concerns the PRC members may have about the evaluatee's job performance. The PRC will review the evaluatee's work, will conduct observations of the evaluatee's work, will conduct the evaluation, and will prepare the ~~Final~~ final Evaluation Review Report. The evaluatee will cooperate fully with the PRC, and submit materials to it relevant to the evaluatee's assignment as requested by the PRC Chair. (Agreed)
- 17.8.6 For each permanent (regular) faculty member in a shared 50/50 percent load, two classroom observations, one in each discipline, shall be required.
- 17.8.7 The PRC's evaluation of the evaluatee and its preparation of the Final Evaluation Review Report is a flexible and careful process designed so that the permanent (regular) faculty member maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance. Any evaluation calendar established by the PRC will be advisory only. (Agreed)
- 17.8.8 The Final Review Report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB Coordinator. The TERB Coordinator will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are met, the TERB Coordinator shall transmit ~~them~~ the Evaluation Review Reports with any comments and

recommendations by the PRC to the appropriate Vice President for the evaluatee's discipline. (Agreed)

- 17.8.9 A permanent faculty member who receives an overall "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 TERB. When a *Standard Professional Performance* rating (or higher) is earned, the faculty member shall return to the three (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.

- 17.8.10 The Governing Board makes the final decision on the continuing employment for all permanent faculty members subject to the review procedure in state law.

17.9 Outside Observations

- 17.9.1 The District's acquisition of software (a.k.a. Palomar Outcomes Database) is intended to support the District's ongoing effort to meet accreditation standards. The District will not use Student Learning Outcomes data for faculty evaluation or discipline.
- 17.9.2 Observations conducted outside of the processes outlined in this Article shall not influence an individual faculty member's evaluation.

TA'ed 1/26/18

Madonna
1/26/18

Shemo

PCR 1/26/18

CBipley

PFF PROPOSAL #1- 1/16/18

ARTICLE 20 - WORKING CONDITIONS

20.1 Reimbursement for Personal Property

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

- 20.1.1 The value of the personal property is more than fifty dollars (\$50) and the faculty member 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).
- 20.1.2 Reimbursement for any vehicle is strictly limited to actual use during the faculty member's scope and course of employment and not while the vehicle is simply parked at a facility of the District.
- 20.1.3 The total reimbursement to all faculty members 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).
- 20.1.4 A written request for reimbursement must be filed by the faculty member with the District Business Office no later than thirty (30) calendar days after the loss, damage or destruction of the faculty member's personal property. The faculty member shall submit evidence of the loss, damage or destruction of the personal property, and the burden of proof in all cases shall be with the faculty member seeking reimbursement
- 20.1.5 Reimbursement for any verified loss, damage or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the faculty member. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, hand-held electronic devices, cellular telephones, personal data assistants and tablets (such as the iPad), purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by faculty members. Prior written approval is necessary for all computers and related equipment, VCRs, DVDs, Blu-ray players, and related equipment. Prior written approval may be canceled at any time in writing by giving the faculty member written notice seven (7) calendar days prior to the cancellation.

- 20.1.6 If a faculty member receives any payment from an insurance carrier for any loss, damage or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the faculty member, the faculty member shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation and the faculty member shall fully cooperate with the District in pursuing such rights.
- 20.1.7 These provisions shall not restrict a faculty member from bringing personal property onto the property of the District at the faculty member's own risk, and shall not restrict a faculty member from using personal property at his/her own risk during the course and scope of employment.
- 20.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

20.2 Transfer

A "transfer" for purposes of this Article is a movement of a tenured (regular) and/or probationary (contract) faculty member from one department to another department within the District.

20.2.1 Voluntary Transfer: Full Load

20.2.1.1 At any time, a tenured (regular) and/or probationary (contract) faculty member may request in writing a voluntary reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty member meets the minimum requirements for the vacant or new position sought, possesses the Faculty Service Area (FSA) for the vacant or new position sought, and has not received a *Substandard Performance* or *Unsatisfactory* evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.,

20.2.1.2 The following individuals and groups must approve a voluntary transfer: the affected Vice President(s), the

affected Dean(s) or first-level educational administrator(s) in charge of the departments, the affected Department Chairs, and a majority of the tenured and tenure-track faculty in the department(s) affected by the transfer. Following notification of the request for transfer, the affected departments will have 30 calendar days to approve the request.

20.2.1.3 The District retains the right to deny any request for a voluntary transfer and reserves the right to employ a new faculty member for any vacant or new position.

20.2.1.4 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty member's request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.

20.2.2 Voluntary Transfer: Shared Voluntary Transfer, 50/50 Load

20.2.2.1 At any time, tenured (regular) faculty members may request in writing a voluntary shared reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty members meet the minimum requirements for the vacant or new position sought, possess the Faculty Service Area (FSA) for the vacant or new position sought, and have not received a *Substandard Performance* or *Unsatisfactory* evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.

20.2.2.2 The following individuals and groups must approve a voluntary transfer: the affected Vice President(s), the affected Dean(s) or first-level educational administrator(s) in charge of the departments, the affected Department Chairs, and a majority of the tenure and tenure-track faculty in the department(s) affected by the transfer. Following notification of the request for transfer, the affected departments will have 30 calendar days to approve the request.

20.2.2.3 The District retains the right to deny any request for a voluntary transfer (shared load) and reserves the right to employ a new faculty member for any vacant or new position.

- 20.2.2.4 If requested by the faculty members, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty members' request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.
- 20.2.2.5 Faculty sharing an assignment with a 50/50 split load will have a primary department and a secondary department designation. The senior faculty member will choose his or her primary department with the mutual agreement of the departments involved. For the purpose of this section, the primary department will be responsible for all administrative details relating to employment and divisional representation.

20.2.3 Administrative Transfer

- 20.2.3.1 An administrative transfer is initiated by the Dean or first-level educational administrator directly responsible for a tenured (regular) and/or probationary (contract) faculty member. An administrative transfer will not take place unless the faculty member meets the minimum requirements for the targeted position and possesses the Faculty Service Area (FSA) for the targeted position.
- 20.2.3.2 An administrative transfer shall be determined by the affected Vice President(s) after consultation with the affected Dean(s) or first-level educational administrator(s) in charge of the departments, and after consultation with the affected Department Chairs.
- 20.2.3.3 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the administrative transfer. A PFF representative also may attend such conference at the request of the faculty member.

20.3 Mileage and Parking Reimbursement

The District shall reimburse a faculty member for mileage and parking fees only when the faculty member 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:

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

- 20.3.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.
- 20.3.3 In no case shall reimbursement be granted for mileage between the faculty member's residence and the District work locations of the faculty member. 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 faculty assignment. First-level administrator must approve all mileage reimbursement requests.
- 20.3.4 When more than one (1) faculty member 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 faculty member(s) who must use a personal vehicle shall receive reimbursement.

20.4 Removal of District Equipment

A faculty member 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 the form Removal Request of District-Owned Property has been fully completed. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the faculty member will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

20.5 Faculty Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all faculty members at no charge on a first-come/first-served basis and without any designated parking spots or areas. The PFF agrees that the District is not liable for vehicles owned or operated by faculty members parked at District facilities, and the District is not liable for any personal property of faculty members in vehicles owned or operated by them.

20.6 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, faculty members 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.

20.7 Office Space

- 20.7.1 The District shall provide full-time faculty with a lockable office equipped with a telephone, computer, lockable files, desk, chairs, bookshelves, and email/internet access. The office shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety.
- 20.7.2 The District recognizes the need for office space for part-time faculty to meet with students. Adequate furniture, telephones and computers will be made available by the District within such common office space. Part-time faculty members, upon their request, shall be provided access to voicemail and email privileges during any semester they have an assignment.
- 20.7.3 The District will make available a minimum of 1200 square feet of office space for part-time faculty members in the Natural Science Building on the San Marcos campus, and a comparable, proportionate, and adequate office space for use by part-time faculty members at each of the other District campuses and educational centers.
- 20.7.4 In order to meet the need for effective office space for part-time faculty, the District and the PFF are committed to continued collaborative work to identify the needs for additional office space for part-time faculty.
- 20.7.5 When the need for additional office space has been agreed upon, all office space allocations will follow the guidelines of the Division of State Architects with regard to qualifying District facility construction for state funds.

20.8 Monitoring of Work Spaces and Communications

- 20.8.1 The District shall not monitor electronic transmissions (e.g. view, copy, or confiscate any electronic file) for their content unless required to do so under court order, a legally enforceable subpoena, or other requirement of federal or state law. The District may monitor use patterns and costs in a bona fide criminal investigation.
- 20.8.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all faculty member(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall include recording, photographing, observing and/or listening.
- 20.8.3 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.

20.9 Support Services

Support services shall be provided for all faculty members during normal business hours.

20.10 Re-Employment Preference for Part-Time Faculty

DEFINITIONS:

INSTRUCTIONAL BASE LOAD: the rolling average of units taught as a part-time instructor over the preceding 3 semesters since date of part-time hire by the District (not including summer or intersessions). This number is individual per part-time faculty member, per discipline, and changes each semester year. Due to data limitations, this base load will be calculated from Fall 1996 on. Example: Fall 2017: 9 units taught, Spring 2018: 6 units taught, Fall 2018: 3 units taught: $9+6+3=18/3=6$. Base load= 6 units. 21 units divided by 6 semesters since hire = 3.5 units → 3 units or 4 units (rounded to accommodate department class unit structure)

NON-INSTRUCTIONAL BASE LOAD: the average of hours worked per month as a part-time faculty member since the date of part-time hire by the District. This number is individual per part-time faculty member and changes each semester year. Due to data limitations, this base load will be calculated from Fall 1996 on. Example: 61 hours worked in the first month, 54 hours worked in the second month, 70 hours worked in the third month = 185 hours divided by 3= 61.667 → 62 hours (rounded up to closest whole hour).

INTERRUPTION OF SERVICE: A break in service of 3 consecutive semesters (not including summer or intersessions) or more, for any reason. ~~of declining a teaching assignment.~~

INSTRUCTIONAL PRIORITY NUMBER (PN): calculated by multiplying the number of fall and spring semesters taught as a part-time faculty member since date of hire, without interruption of service, by the total number of units taught during all fall and spring semesters since date of hire. This number is individual per part-time faculty member, per discipline, and changes each semester year. Example: Hire Date= Fall 2017. Taught Fall 2017 (9 units), Spring 2018 (6 units), Summer 2018* (6 units), Fall 2018 (3 units)= 3 semesters taught x 18 units taught= PN of 54. *Summer does not factor into PN calculation.

NON-INSTRUCTIONAL PRIORITY NUMBER (PN): calculated by multiplying the number of months worked as a part-time faculty member since date of hire, without interruption of service, by the total number of hours worked since date of hire. This number is individual per part-time faculty member and changes each semester year. Example: 61 hours worked in the first month, 54 hours worked in the second month, 70 hours

worked in the third month = 185 hours multiplied by 3= PN of 555.

Beginning in the 2018-19 Tentatively beginning for scheduling for the 2019-20 academic year, Part-time faculty members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of Palomar College shall receive preferential consideration for continuing part-time assignments. This preferential consideration shall be based upon evaluations procedures and their priority number (PN) accumulation of assignment credits as provided in this Section and per Education Code 87482.3. The intent of SB 1379 is that part-time faculty will be offered 60-67% loads whenever practical. Current prioritization guidelines from the 2016-17 Collective Bargaining Agreement will remain in place for scheduling purposes until full implementation of this process occurs.

20.10.1 To receive preferential consideration a faculty member must achieve a rating of ~~High Professional Performance or Standard Professional Performance~~ or better in a two consecutive peer evaluations in a single discipline at Palomar College (as provided in Article 17); and ~~accumulate teach six (6) or more assignment credits semesters~~ in that discipline at Palomar College within the preceding six (6) consecutive academic years. The responsibility of ensuring timely evaluations, at least once every three years, rests with the department. No terminations are allowable in the absence of evaluations.

20.10.1.1 ~~A faculty member shall accrue one (1) assignment credit for each regular semester (Fall or Spring) in which he or she is offered and accepts an academic assignment at Palomar College. The priority number (PN) can change each semester year, and shall be determined by Human Resource Services, who will calculate the number of semesters since hire without interruption of service x the number of units taught. See definition above.~~

20.10.1.2 Initial eEligibility for preferential consideration shall require a rating of ~~High Professional Performance or Standard Professional Performance~~ or better on two (2) consecutive ~~full or part-time~~ peer evaluations in the discipline the faculty member is seeking an assignment. If the evaluations report is not completed and/or submitted to TERB in a timely manner, the faculty member will be considered to be of Standard Professional Performance.

20.10.1.3 A semester in which the faculty member declines or is not offered an assignment due to serious illness, or the

serious illness or death of a child, parent, spouse or domestic partner, or other compelling reason, shall not cause that faculty member to be ineligible for preferential consideration. Written documentation shall be provided to the Department Chair stating the specific circumstances for requesting this exception.

~~20.10.1.4 If a faculty member has previously accepted an assignment at another college, and that other assignment would conflict~~

~~with an assignment subsequently offered at Palomar College, the faculty member may decline the Palomar assignment without prejudice to his or her eligibility for preferential consideration.~~

20.10.2 A preferential consideration list of PN and base load for eligible faculty members shall be established and implemented for each discipline as determined within an academic department. It is the responsibility of the department Human Resource Services to maintain and regularly update the list PN and base load for part-time faculty in the department and provide it to the Department Chair each semester in time for scheduling before July 1 of each year.

20.10.2.1 ~~All faculty members on the preferential consideration list for a given course or discipline shall have equal standing. For the purposes of assignment and scheduling, no part-time faculty member shall receive preferential consideration over a full-time faculty member. Initially, courses will be offered to part-time faculty in order based on PN. The individual base load number of units/hours will be offered to each part-time faculty member in order of PN, based on available courses offered during the Fall and Spring semesters. Additional available units/hours will then be offered to part-time faculty who do not yet have preferential consideration. Any courses or hours then available due to attrition or growth will be allocated to part-time faculty based on PN, with the intent of part-time faculty reaching 60-67% loads whenever practical.~~

20.10.2.2 ~~A faculty member on the preferential consideration list for a course for which they are eligible shall be offered an assignment in that discipline before that assignment is offered to any person not on that list. Departments or disciplines may have specific criteria exceeding standard department teaching requirements in order to maintain the~~

academic integrity of their programs. All eligibility criteria for disciplines shall be determined by the full-time faculty members of the discipline and made available by the department upon request. Part-time faculty who have successfully taught a course for the District within the previous four semesters, having met the standard department criteria at that time, shall not be deemed ineligible to teach that course under any new criteria.

20.10.2.3 For the purpose of this Article, the eligibility for teaching a course will include but is not limited to education, required certifications, recency in terms of teaching experience, specific course work experience, expertise, and ability to expose students to current information, technology, and skills required in the classroom. This criteria will be determined by the department and available upon request.

20.10.2.4 When two (2) or more faculty members on the preferential consideration list have equal PN and equivalent discipline expertise ~~are qualified for an assignment~~, the Department Chair/Director or Dean may select the faculty member who will be offered that assignment based on the needs of the department. This selection shall not be subject to the grievance process in this Agreement.

~~20.10.2.5 In the event a full-time faculty member must take a class already assigned to a part-time faculty member in order to make their contract load (ex: due to class cancellations due to low enrollment), the part-time faculty member's base load will not be impacted for the following semester.~~

20.10.2.6 Part-time faculty members who lose classes/hours due to schedule changes, low enrollment, etc. after assignments have been offered cannot take a class/hours from any other faculty member. Losses of classes after assignments have been made will not negatively impact base load for the following semester.

20.10.3 It is the responsibility of the Department Chair to request availability from each part-time faculty member prior to scheduling. It is then the responsibility of each part-time faculty member to inform the Department Chair/ Director of those days and hours when he or she will be available to accept an assignment ~~when the Department Chair requests availability prior to scheduling~~. Subject to student needs, room availability and other institutional concerns, the Department

Chair/Director shall give reasonable consideration to that availability when offering assignments to faculty members on the preferential consideration list.

20.10.4 Subject to the provisions of Section 20.10.1.2. above, a part-time faculty member shall cease to be eligible for preferential consideration when the faculty member:

- a) Fails to complete an accepted assignment without good and sufficient reason;
- b) Receives a *Needs Improvement* rating on two (2) consecutive peer evaluations;
- c) Receives an *Unsatisfactory* rating on any peer evaluation; or
- d) Is terminated by the District for cause.
- e) Has a break in service of three (3) consecutive semesters or more, for any reason.

A faculty member disqualified due to a *Needs Improvement* rating shall regain eligibility when he or she receives a *High Standard Professional Performance* rating on a subsequent peer evaluation.

20.11 Full-Time Faculty Assignments

20.11.1 The full-time faculty members of each department/program shall mutually agree upon a process whereby all full-time faculty select their contract and then their overload assignments, if any. This process will take place before any part-time faculty member assignments are made. In the event full-time faculty of the department/program cannot come to mutual agreement upon a process, the Dean shall determine the process.

The weekly assignment of non-classroom faculty shall be mutually agreed upon by faculty members and their Department Chairs/Directors. Schedules may be revised during the academic year by mutual agreement of the faculty member(s) and their Department Chairs/Directors. In the event that mutual agreement is not reached between non-classroom faculty and the Department Chairs/Directors on weekly assignments and/or schedule revisions, the Dean shall make the determination.

20.11.2 Prior to developing the faculty assignments for a future semester or

session, a scheduling preference form shall be distributed to each full-time faculty member in the department. The Department Chair shall consider faculty members' preferences when they develop faculty schedules and assignments.

20.11.3 Faculty members shall be informed of their assignments no later than four (4) weeks prior to the start of the assignment. Subsequent changes shall be limited to those necessary to meet unforeseeable staff and student needs. Other changes may be made by mutual agreement between the Department Chair and the faculty member(s) affected. In the event that mutual agreement cannot be reached, the Dean shall make the final determination.

20.11.4 No faculty member shall be required to accept an overload assignment.

20.11.5 No class shall be cancelled after the third class meeting or the end of the second week of instruction, whichever occurs first.

20.12 Special Faculty Assignments

20.12.1 Emergency Medical Education (EME) Full-Time Faculty Members

20.12.2 Lead instructor duty shall be assigned on a rotating basis among EME department full-time faculty members at the discretion of the Department Chair/program director.

20.12.3 Lead instructors for paramedic and emergency medical technician training shall be available for student/training agency contact on a 24 hr/7 day per week basis. The department has the right to make alternative arrangements for this duty.

20.13 Violation of BP 3570-Smoking and/or Other Tobacco Use

20.13.4 Any violation of BP 3570 shall not be used for evaluations and/or disciplinary action.

TA'ed 1/26/18 *Drums*
McGowan
 12/18

APPENDIX B – WORKLOAD SCHEDULE

NCL 1/26/18
CBifler

Dept.	Division	Lecture	Lab
ARTS, MEDIA, BUSINESS AND COMPUTER SCIENCE			
Art Department			
	Art	15	18
	Art-Design	15	18
	Art-Illustration	15	18
Business Administration Department			
	Accounting	15	15
	Business	15	15
	Business Management	15	15
	Insurance	15	15
	International Business	15	
	Legal Studies	15	15
	Real Estate	15	
Media Studies Department			
	Cinema	15	15
	Communications	15	
	Digital Broadcast Arts	15	18
	Entertainment Technology	15	18
	Journalism	15	15
	Photography	15	18
	Digital Broadcast Arts	15	18
Computer Science and Information Technology Department			
	Computer Science and Information Systems – Computer Science	15	15
	Computer Science and Information Systems – Information	15	15
	Computer Science and Information Systems – Networking	15	15
	Computer Science and Information Systems – Web Technology	15	15
Graphic Communications Program			
	Graphic Communications	15	18
	Graphic Communications - Internet and Publishing	15	18
	Graphic Communications - Multimedia and Web	15	18
Performing Arts Department			
	Dance	15	15
	Entertainment Technology	15	18
	Music	15	15
	Music 220 Indiv Study	22.5	22.5
	Theater Arts	15	15
CAREER, TECHNICAL, AND EXTENDED EDUCATION DIVISION			
Cooperative Education Department			
	Cooperative Education	20	20
Design and Consumer Education Manufacturing Technologies Department			
	Architecture	15	15
	Construction Inspection	15	20
	Drafting Technology	15	15
	Family and Consumer Sciences	15	18
	Fashion Design and Merchandising	15	18

	Industrial Technology	15	15
	Interior Design	15	18
	Nutrition	15	18
	Upholstery	15	48
Emergency Medical Education			
	Emergency Medical	15	18
	EME 210 Hospital Clinical		30
	EME 215 Field Internship		30
Occupational and Noncredit Programs			
	Apprenticeship Training	30	30
	Construction Inspection	15	20
	Noncredit courses	24	24
	(Where noncredit course is taught concurrently with a credit class, the load for the credit class		
	Public Works Management		
	Wastewater Technology	20	20
	Water Technology	20	20
Public Safety Program			
	Administration of Justice	15	20
	Fire Technology	15	20
Trade and Industry Department			
	Auto Body	15	15
	Automotive Technology	15	15
	Cabinet and Furniture Technology	15	15
	Diesel Mechanic Technology	15	15
	HVAC Technology	15	15
	Public Works Management	15	15
	Wastewater Technology Education	20	20
	Water Technology Education	20	20
	Drafting Technology	15	15
	Industrial Technology	15	15
	Welding	15	15
Workforce Development and Extended Studies			
	Apprenticeship Training	30	30
	Workforce and Community Development Program		
LANGUAGES AND LITERATURE DIVISION			
English Department			
	English	15	15
	Humanities	15	
	English Writing Lab		15
English as a Second Language Department			
	ESL Non-Credit	20	20
	ESL Courses 1-99	15	18
	ESL Courses 100 and above	15	15
Reading Services Program			
	Education	15	
	Reading	24	24
Speech Communication/Forensics/ASL Department			
	American Sign Language	15	18
	Speech	15	18
World Language Department			

	Arabic	15	18
	Chinese	15	18
	Foreign Languages	15	18
	French	15	18
	German	15	18
	Italian	15	18
	Japanese	15	18
	Spanish	15	18
MATHMATICS AND THE NATURAL AND HEALTH SCIENCES DIVISION			
Chemistry Department			
	Chemistry	15	15
Computer Science and Information Technology Department			
	Computer Science and Information Systems - Computer Science	15	15
	Computer Science and Information Systems - Information	15	15
	Computer Science and Information Systems - Networking	15	15
	Computer Science and Information Systems - Web Technology	15	15
Dental Assisting Program			
	Dental Assisting	15	15
Earth, Sciences Space, and Environmental Sciences Department			
	Astronomy	15	15
	Aviation Sciences	15	15
	Earth Sciences	15	15
	Geography	15	15
	Geology	15	15
	Oceanography	15	15
Life Sciences Department			
	Biology	15	15
	Botany	15	15
	Microbiology	15	15
	Zoology	15	15
Mathematics Department			
	Mathematics	15	15
	Open Entry Lab		30
Nursing Education Department			
	Nursing Education	15	15
Physics/Engineering Department			
	Engineering	15	15
	Physical Science	15	15
	Physics	15	15
SOCIAL AND BEHAVIORAL SCIENCES DIVISION			
American Indian Studies Department			
	American Indian Studies	15	15
	American Studies	15	15
Behavioral Sciences Department			
	Alcohol and Other Drug Studies	15	15
	Anthropology	15	15
	Philosophy	15	15
	Psychology	15	15
	Religious Studies	15	
	Sociology	15	15

Child Development Department			
	Child Development	15	15
Economics, History and Political Science Department			
	Economics	15	
	History	15	
	Political Science	15	
Health, Kinesiology and Recreation Management Department			
	Health	15	20
	Kinesiology	15	20
	Recreation	15	20
	Wellness/Fitness Lab		30
Library/Media Center			
	Library Technology	15	15
	Librarian	30	30
	(Librarians may elect to be at the worksite 4 days each week instead of 5)		
Multicultural Studies Department			
	Africana Studies	15	15
	Chicano Studies	15	15
	Judaic Studies	15	
	Multicultural Studies	15	15
STUDENT SERVICES			
Student Services			
Athletic Program			
	Athletics and Competitive Sports	15	20
Counseling Services			
Counseling, Guidance and Career Development			
	Counseling	15	
Disability Resource Center			
	Disability Resource	30	30

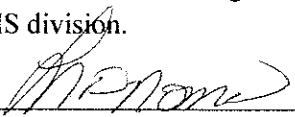
January 17, 2018

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE PALOMAR FACULTY FEDERATION


This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Appendix F: Extra Duty Stipend Salary Schedule.

The District has an existing agreement with the Charles A. Dana Center at the University of Texas at Austin in order to offer and develop an Accelerated Math Gateway (AMG) program. The Dana Center provides \$5000 per semester to the District for purposes of compensating faculty who are involved in the administration, training, and evaluation of the AMG. For the Spring semester 2018, the \$5000 payment will be used partially to backfill two units of contract workload for one Math full-time faculty members, John Harland. The remainder will be given to Math full-time faculty member, Anne Voth, as a stipend, paid via NOHE through the MNHS division.

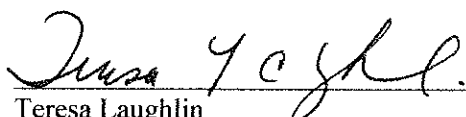
Dated: 1/26/18


Dr. Lisa Norman, VPHR
Lead Negotiator
Palomar Community College


Dated: 1/26/18


Jenny Fererro
Lead Negotiator, PFF

Dated: 1/26/18


Teresa Laughlin
Co-President, PFF

Dated: 1/26/18


Colleen Bixler
Co-President, PFF

TA 1/16/18
Memo
PCCD COUNTER PROPOSAL #2
JANUARY 16, 2018

Memo
1/16/18

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 Coordinator	20%		
Assistant Chair, Nursing Department (2) ⁷	20%		
Archaeology Program Coordinator	20%		
Articulation Officer	100%		
Phi Theta Kappa	20%		
Artist in Residence - President's Association	40%		
ASL Lab Coordinator	20%		
Career Center Coordinator	50%		
CFT Lab Coordinator	20%		
Coordinator, Service Learning Program	20%		
Dance Production Coordinator		\$3,716.35	
Coordinator - Forensics (4)	Either 15% or stipend	\$ 2,706.08 each per year	
English 10/50		\$3,840.62	\$640.11
English Lab ⁸	60%		\$1,337.82
EOPS Coordinator	100%		
ESL Computer Lab Coordinator	27%		\$1,337.82
ESL Tutor Coordinator ⁹	60%		\$1,337.82
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
Equivalency Committee Chairperson	20%		
Faculty Senate - Divide by Senate	1.4 FTE		\$2,304.37
Faculty Senate reassigned time appointed for any of 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 , and Campus Theme Organizer	3.0 1.6 FTE (No position shall receive less than 20% reassigned time; reassigned time is a joint appointment between the Senate and the Superintendent/ President.)		\$1,280.21 ATC; \$1,280.21 PD
Accreditation Steering Committee	40% (available to Faculty Senate for re-direction when Co-Chair not assigned)		
World Language Computer Lab Coordinator	33%		\$1,337.82
Learning Outcomes Steering Committee	1.2 FTE (divided as determined by the Faculty Senate)		
Liaison to ECE Lab School <i>MOU in place for 40% release time for 2017-18 only.</i>	60% 20%		
Math Center Coordinator ⁸	60%		\$1,337.82
Assistant Math Center Coordinator ⁸	40%		
MUS 220 Applied Music	Either 20%, or stipend	\$2,122.42	
MUS 148 Palomar Chorale	Fall	\$582.45 \$679.53	
	Spring	\$587.42 \$685.32	
MUS 172 Repertory Jazz Ensemble	Fall	\$582.45 \$679.53	
	Spring	\$587.42 \$685.32	

PCCD COUNTER PROPOSAL #2

JANUARY 16, 2018

MUS 151 Concert Band	Fall	\$582.45 \$679.53	
	Spring	\$587.42 \$685.32	
MUS 198 Palomar Symphony Orchestra (two stipends)	Fall	\$582.45 \$679.53	
	Spring	\$587.42 \$685.32	
MUS 184 Electronic Ensemble	Fall	\$582.45 \$679.53	
	Spring	\$587.42 \$685.32	
MUS 149 Spectrum Pop/Jazz Singers	Fall	\$582.45	
	Spring	\$587.42	
NCHEA Coordinator (rotating two-year assignment every 6 years)	20% (available to Faculty Senate for re-direction when NCHEA Coordinator not assigned to Palomar)		
Palomar LGBTQ Pride Center Director	20%		
Planetarium Coordinator and Asst. Coordinator <i>2015-16 academic year - 20% additional release time granted for purposes of training the Asst. Coordinator. After 2015-16, total of 60% release time to be split by Director and Asst. Director.</i>	60% (total of 60% reassigned time to be shared by Coordinator and Asst. Coordinator)		
Theatre Technical Coordinator and Scenic Designer	20%		
Transfer Center Coordinator	60% ³		
Sabbatical Leave Committee Chair		\$3,328.54	
Women's Studies Coordinator	20%		
MODA Fashion Show Coordinator	Spring only	20%	
Nursing Department Evening/Weekend Orientation/Mentoring ¹		\$2,856.40 per orientation/mentoring assignment per full-time faculty member	
Lead Instructors for Paramedic Training		\$1,142.56 for the full 10- month course	
Lead Instructors for Emergency Medical Technician Training		\$285.64 for the full course	
Dental Assisting Coordinator 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 First Year Experience Coordinator ³	60%		
STEM II Faculty Resource Coordinator ³	40%		
NSF STEP Learning Assistant (LA) Coordinator	40%		
Tenure and Evaluations (TERB) Coordinator #	80%		\$1337.82
Professional Development (PD) Coordinator	80%		\$1,281.24 \$1337.82

*Notes

PCCD COUNTER PROPOSAL #2
JANUARY 16, 2018

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 reevaluate 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

The TERB Coordinator can distribute the reassigned time as needed across the fall and spring semesters - for example, take 80% in fall and 80% in spring, or 100% in fall, 60% in spring, reflective of workload that fluctuates throughout the evaluation cycle.

Sherron
Chipley
TCC
AB
1/26/18
1/26/18

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)	% Release Time Part-Time Faculty will be paid the hourly rate for the course	Summer Stipend
Head Football Coach	\$7,041.14	10	50%	
Adjunct Head Football Coach	\$12,225.97			
Assistant Football Coach	\$5,280.85	8	40%	
Head Basketball Coach (M/W)	\$7,041.14	10	50%	
Adjunct Basketball Coach (MAW)	\$12,225.97			
Assistant Basketball Coach	\$5,280.85	8	40%	
Head Baseball Coach	\$6,176.99	10	50%	
Adjunct Head Baseball Coach	\$11,393.84			
Assistant Baseball Coach	\$4,576.74	8	40%	
Head Softball Coach	\$6,176.99	10	50%	
Adjunct Head Softball Coach	\$11,393.84			
Assistant Softball Coach	\$4,576.74	8	40%	
Head Wrestling Coach	\$6,176.99	10	50%	
Adjunct Head Wrestling Coach	\$11,393.84			
Assistant Wrestling Coach	\$4,576.74	8	40%	
Head Tennis Coach (M/W)	\$6,176.99	10	50%	
Adjunct Tennis Coach (MAW)	\$11,393.84			
Assistant Tennis Coach	\$4,576.74	8	40%	
Head Swimming Coach (M/W)	\$6,176.99	10	50%	
Adjunct Swimming Coach (MAW)	\$11,393.84			
Assistant Swimming Coach	\$4,576.74	8	40%	
Head Volleyball Coach (M/W)	\$4,448.71	10	50%	
Adjunct Volleyball Coach (MAW)	\$10,558.02			
Assistant Volleyball Coach	\$3,296.52	8	40%	
Head Cross Country Coach (M/W)	\$4,448.71	10	50%	
Adjunct Cross Country Coach (MAW)	\$10,558.02			
Assistant Cross Country Coach	\$3,296.52	8	40%	
Head Water Polo Coach (M/W)	\$4,448.71	10	50%	
Adjunct Water Polo Coach (MAW)	\$10,558.02			
Assistant Water Polo Coach	\$3,296.52	8	40%	
Head Golf Coach (M/W)	\$4,448.71	10	50%	
Adjunct Golf Coach (MAW)	\$10,558.02			
Assistant Golf Coach	\$3,296.52	8	40%	
Head Soccer Coach (M/W)	\$4,448.71	10	50%	
Adjunct Soccer Coach (MAW)	\$10,558.02			
Assistant Soccer Coach	\$3,296.52	8	40%	
Head Track and Field Coach (M/W)	\$4,790.76	10	50%	
Adjunct Track & Field Coach (MAW)	\$10,900.07			
Assistant Track & Field Coach	\$3,638.57	8	40%	
Head Cheer Coach	\$3,607.05			
Wellness/Fitness Center	N/A		20% 25%	

* Stipends reflect FY 16-17 3.0% negotiated rate change, effective 1/1/2017 retro to 7/1/2016

OT not
CB

TA
1/16/18
D. Serrano
CP Miller 1/16/18
NCL
1/16/18
H. Serrano
1/16/18

TA'ed 1/26/18

*James
C. Bivler*

TCL 1/26/18

Adam H. Ruff

Appendix G – Salary Schedules

For Fiscal Year 2017-2018 - Part-Time Faculty – Instructional Assignments (ADJ)
Additional Negotiated Rate Increase – 1.56% COLA (FY 2017-2018)

	Grade A	Grade B	Grade C	Grade D
Step 1	\$ 58.37	\$ 59.79	\$ 61.78	\$ 63.49
Step 2	\$ 61.78	\$ 63.49	\$ 65.21	\$ 66.92
Step 3	\$ 65.21	\$ 66.93	\$ 68.63	\$ 70.36
Step 4	\$ 68.63	\$ 70.36	\$ 72.07	\$ 73.78

For Fiscal Year 2017-2018 - Part-Time Faculty – Non Instructional Assignments (ADJN)
Additional Negotiated Rate Increase – 1.56% COLA (FY 2017-2018)

	Grade A	Grade B	Grade C	Grade D
Step 1	\$57.43	\$58.85	\$60.84	\$62.56
Step 2	\$60.84	\$62.56	\$64.28	\$65.98
Step 3	\$64.28	\$66.00	\$67.71	\$69.43
Step 4	\$67.71	\$69.43	\$71.13	\$72.86

For Fiscal Year 2018-2019 going forward - Part-Time Faculty – Instructional Assignments (ADJ)

	Grade A	Grade B	Grade C	Grade D
Step 1	\$58.37	\$59.79	\$61.78	\$63.49
Step 2	\$61.78	\$63.49	\$65.21	\$66.92
Step 3	\$65.21	\$66.93	\$68.63	\$70.36
Step 4	\$68.63	\$70.36	\$72.07	\$73.78
Step 5	\$70.35	\$72.12	\$73.87	\$75.63
Step 6	\$72.11	\$73.92	\$75.72	\$77.52
Step 7	\$73.91	\$75.77	\$77.61	\$79.46
Step 8	\$75.76	\$77.67	\$79.55	\$81.44
Step 9	\$77.65	\$79.61	\$81.54	\$83.48
Step 10	\$79.59	\$81.60	\$83.58	\$85.57

For Fiscal Year 2018-2019 going forward - Part-Time Faculty – Non Instructional Assignments (ADJN)

	Grade A	Grade B	Grade C	Grade D
Step 1	\$57.43	\$58.85	\$60.84	\$62.56
Step 2	\$60.84	\$62.56	\$64.28	\$65.98
Step 3	\$64.28	\$66.00	\$67.71	\$69.43
Step 4	\$67.71	\$69.43	\$71.13	\$72.86
Step 5	\$69.40	\$71.16	\$72.91	\$74.68
Step 6	\$71.14	\$72.94	\$74.73	\$76.55
Step 7	\$72.92	\$74.76	\$76.60	\$78.46
Step 8	\$74.74	\$76.63	\$78.52	\$80.42
Step 9	\$76.61	\$78.55	\$80.48	\$82.43
Step 10	\$78.52	\$80.51	\$82.49	\$84.49

Tied
 1/26/18
 C. Butler
 Gereno
 Tied
 1/26/18
 [Signature]
 1/26/18

APPENDIX H

PART-TIME FACULTY OFFICE HOURS

Part-Time Faculty Voluntary Office Hours Verification

Semester (check one)

FALL ☐

SPRING ☐

Name: _____

Employee ID #: _____

List Courses

Course # (Example) Math60	Class # 71050	Units/Hours Units/Non-credit Hours

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~~ ^{Jan 25, 2018}, 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)~~ ^{Seven (7)} office hours per semester for faculty members teaching three (3) or fewer ~~credit~~ ^{non-credit} units/hours.
- b) ~~Six (6)~~ ^{Ten (10)} office hours per semester for faculty members teaching four to six (4-6) ~~credit~~ ^{non-credit} units/hours.
- c) ~~Nine (9)~~ ^{Ten (10)} office hours per semester for faculty members teaching seven to nine (7-9) ~~credit~~ ^{non-credit} units/hours.
- d) Office hours shall be compensated at ~~forty-five~~ ^{forty} 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.

TA
Drum
10/18/17
TCA
10/19/17

October 4, 2017

PFF PROPOSAL #1

Emilia
10/8/17
10/18/17

APPENDIX K- EVALUATIONS CHECKLISTS

The PFF is proposing the removal of the entirety of Appendix K, which consists of nine (9) separate pages of the evaluations checklists used by TERB and faculty, counselor, librarian, and ECELS teachers evaluators. These checklists do not need to be included in the contract, and can be housed on the TERB website (as they already are). The removal of Appendix K would eliminate the need to edit this Appendix whenever TERB procedures or forms change. This proposal includes the suggestion that subsequent Appendices not change their lettering, and the contract will simply have a gap in the table of contents, jumping from Appendix J to Appendix L.

TA 1/16/18
Drenno
rcc 1/16/18
Cibler 1/16/18

PFF PROPOSAL #1- 12/13/17

APPENDIX L

EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS

1/16/18

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 Early Childhood Education Lab School (ECELS) Teachers, Master Teachers, Site Supervisors, and Center Coordinators (herein after known as "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 ECELS Teachers; all other Articles do not apply to ECELS Teachers.

2. WORKLOAD

- 2.1 The work year for full-time ECELS 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.

3. EMPLOYMENT STATUS, WORKWEEK

- 3.1 ECELS Teachers are exempt from the overtime provisions of the Fair Labor Standards Act and do not receive overtime or overload pay.
- 3.2 Regular Full-Time Employee
 - 3.2.1 The ECELS may employ Regular Full-Time and Part-Time ECELS Teachers under provisions set forth in Section 8366 of the California Education Code. Each person employed by the Palomar College Early Childhood Education Lab School shall be deemed to be employed in a position requiring certification qualifications EC 8366.

3.2.2 The Center ECELS may employ individuals who are hired for a limited or specific period of time to fill in for an employee. These employees are not eligible for employee benefits.

3.3 Workweek

The normal workweek for any full-time ECELS Teacher shall consist of forty (40) hours per week Monday-Friday.

4. BENEFITS

4.1 The District shall maintain the benefits programs (in terms of service levels) in place as of January 1, 2001, and shall continue to pay the full cost of benefits for all full-time ECELS Teachers, retirees and eligible dependents. 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. If multiple options are available, ECELS teachers, retirees, and eligible dependents will receive the lowest cost option for medical benefits.

4.2 Emeritus ECELS Teacher Benefits

4.2.1 Emeritus ECELS Teachers are selected by the Faculty Senate of Palomar College and shall be entitled to the following benefits at no cost to the retiree:

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

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 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 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 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 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 ECELS Teacher is required to report for duty for the academic year. Whenever a full-time ECELS Teacher is absent during the regular school year due to illness or injury, the ECELS Teacher's accumulated sick leave shall be charged one hour for each hour absent excluding District holidays.

5.3.2 An ECELS Teacher 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; accumulated sick leave shall be charged one hour for each hour absent. Part-time (NOHE) ECELS Teachers shall be credited 0.056 hours of sick leave for each hour of service scheduled.

5.3.3 Credit for leave of absence need not be accrued prior to taking such a leave by the ECELS Teacher and such leave of absence may be taken at any time during the school year. If such ECELS Teacher 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.

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

5.4.1 During each school year, when an ECELS Teacher 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.

5.4.2 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 ECELS Teacher employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the ECELS Teacher employed less than five (5) days per week is entitled. An ECELS Teacher shall not be provided more than one (1) five-month period per illness or accident. However, if a school fiscal year terminates before the five-month period is exhausted; the ECELS Teacher may take the balance of the five-month period in the subsequent fiscal year, so long as it is for the same illness or injury.

5.5 Pregnancy Disability Leave (Education Code §87766)

5.5.1 An ECELS 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 ECELS Teacher shall resume duties, shall be determined by the ECELS Teacher and the ECELS 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 ECELS 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 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.

5.7.1.4 Observance of a religious holiday.

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

5.7.1.5.1 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.

5.7.1.5.2 When circumstances reasonably permit, the ECELS Teacher must give five (5) business days prior notice to the ECELS Coordinator.

5.8 Labor Code §233 Leave

5.8.1 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.

5.9 Bereavement Leave (Education Code §87788).

5.9.1 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.

5.10 Jury Duty Leave (Education Code §87035)

5.10.1 Each academic employee 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.

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.

5.11.2 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.

5.11.3 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.

5.11.4 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.

5.11.5 Definitions

5.11.5.1 "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.

5.11.5.2 "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.

5.11.5.3 "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.

5.11.5.4 "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)].

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.

5.11.5.11 "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.

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

5.11.5.13 "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.

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

5.11.5.15 "Spouse" means a husband, wife, or domestic partner according to California law.

5.11.5.16 "Members of the immediate family" 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.

5.11.5.17 "Domestic partner" for purposes of this Article shall have the same meaning as that definition in Appendix D. The requirements to establish a "domestic relationship" are contained in state law and also in Appendix D.

5.11.6 Eligibility for Family Care and Medical Leave

5.11.6.1 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.

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

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 health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the ECELS Teacher and the District agree in writing to a shorter notice.

5.11.9 Certification of Serious Health Condition from Health Care Provider

5.11.9.1 If the employee is requesting the leave to care for self, child, spouse, or parent 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 self, child, spouse, or parent.

5.11.9.2 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.

5.11.9.3 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.

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

reduced schedule leave unless expressly agreed to by the District, the ECELS Coordinator, and the employee.

5.11.11.2 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.

5.11.12 Additional Terms of Family Care and Medical Leave

5.11.12.1 Family care and medical leave taken pursuant to these provisions is unpaid leave. However, an eligible employee may elect, or the District may require the employee to substitute accrued paid sick leave, differential pay sick leave (Extended Sick Leave, Section 5.4) or other paid leave 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 for any part of the twelve-week (12-week) period. 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.

5.11.12.2 In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect, or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

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 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.

5.11.12.4 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.

5.11.12.5 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.

5.11.12.6 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.

5.11.12.7 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.

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.
- 5.11.13.5 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.
- 5.11.13.6 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.

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

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

5.11.14.2 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.

5.11.14.3 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.

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 ECELS 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 ECELS Teacher who has suffered an incapacitating illness or injury, or an ECELS Teacher to care for an incapacitated member of the ECELS 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 member. For ECELS Teachers who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the ECELS Teacher up to his/her base salary to the extent possible.

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

5.13.2 Donations

5.13.2.1 Full-time ECELS 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 ECELS Teachers may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time ECELS Teacher's accrued sick leave balance does not fall below thirty (30) days.

5.13.2.2 Part-time ECELS 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 ECELS 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 ECELS 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 submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

5.13.3 Withdrawal Guidelines

5.13.3.1 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) ECELS Teacher members appointed by the Federation.

5.13.3.2 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.

5.13.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.

5.13.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time ECELS Teachers shall be in daily increments; withdrawals by part-time ECELS Teachers shall be in hourly increments.

5.13.3.5 ECELS Teachers 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.

5.13.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the ECELS Teacher up to his/her base salary.

5.13.3.7 An ECELS Teacher 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.

5.13.3.8 A full-time ECELS Teacher shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. A part-time ECELS 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 ECELS Teacher is able to return to work or the immediate family member no longer needs home care to be provided by the ECELS Teacher
- The current semester ends
- The ECELS Teacher receives a monthly disability income from another source
- The ECELS 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 ECELS Teacher may submit a new application.

5.13.4 Withdrawal Procedure

5.13.4.1 ECELS 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 ECELS Teacher 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 ECELS Teacher (or his/her authorized agent) submits an application on the CLB Withdrawal Form
- The ECELS Teacher's application is approved by the Catastrophic Leave Bank Committee

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

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

5.13.5 Privacy Rights

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

5.13.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the ECELS Teacher's

health or condition, except as authorized by the ECELS Teacher or his/her agent.

5.13.6 Agent for the ECELS Teacher

5.13.6.1 If the treating physician certifies that the ECELS Teacher'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 ECELS Teacher may act as the ECELS Teacher's agent (see Appendix D 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 District purposes granted by the ECELS Teacher may act on the ECELS Teacher's behalf.

5.14 Vacation Leave

ECELS employees who work a regular full-time assignment of forty (40) hours per week shall accrue paid vacation according to the following schedule:

1 year service	5 days per year
2-4 years service	10 days per year
5-10 years service	15 days per year
10+ years service	20 days per year

5.14.1 Vacation days are earned beginning with the employee's initial date of hire as a contract employee.

5.14.2 Vacation days earned and not used may be accumulated up to a maximum of two times the employee's annual leave accrual that may be carried over from year to year.

5.14.3 Upon termination, retirement, or resignation from the Center, employees shall be paid for all unused vacation time at their current salary rate.

5.14.4 Employees are not entitled to accrue vacation while on leave without pay, during a break in service, or after the last day service is performed.

5.14.5 Vacation leaves must be arranged and approved by the ECELS Coordinator at least two (2) weeks prior. No two employees per building site may take vacation leave at the same time. Employees will arrange vacation leave on the ECELS Vacation

Calendar with the ECELS Coordinator and/or the appropriate Site Supervisor, ~~which is~~ on a "first come, first served" basis.

5.14.6 Approval of vacation schedules may be rescinded at the discretion of the ECELS Coordinator.

5.14.7 All vacation time will be credited to the employee as it is earned.

15.15 Center Breaks

15.15.1 The ECELS will be closed during the two weeks of winter break (closed dates will vary from year to year), and one week during the District's spring break.

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 ECELS Teachers will participate in STRS. The amount of deductions from the employees' monthly paycheck are regulated by STRS. The ECELS is required to contribute to each employees retirement account. The District also regulates this deduction.

16. EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS CODE OF CONDUCT and TERMINATION POLICIES

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

16.1.1 ECELS 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 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 Superintendent/President or designee, the ECELS Coordinator or Site Supervisor, or the Dean.

- c. Each employee shall adhere to all applicable federal and state law, including the law covering the operations of the District, the educational program of the District, the rights of students, the rights of employees, and the rights of parents and the public.
- d. The District is an equal employment opportunity employer, which complies with all applicable federal and state non-discrimination laws. The District does not tolerate the violation of such laws by any employee. The District also does not tolerate illegal sexual harassment or any other illegal harassment by an employee.
- e. The District is committed to all applicable laws concerning equal educational opportunity for all the students in the district. The District does not tolerate the violation of such laws by any employee.
- f. Each employee is prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. Each employee must notify the Superintendent/President in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or facility of this District. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
- g. No employee shall be under the influence of alcohol or a controlled substance while the employee is acting within the scope of employment. The use of drugs under and consistent with the directions of a physician which does not unreasonably impair the performance of an employee

is not prohibited. An employee may use prescribed drugs while acting within the scope of employment as long as such use is under and consistent with the directions of a physician and such use does not unreasonably impair the performance of the employee. 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.

- h. 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.
- i. 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 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.
- j. 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.
- k. 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 required to adhere to all applicable laws protecting the privacy rights of employees and students.

- l. No employee shall smoke at any workplace or facility of the District, or when acting within the scope of employment. Board Policy 3570 prohibits such smoking.
- m. Each employee will serve the children, parents, the ECELS, and each other with efficiency, impartiality, courtesy, confidentiality, and respect. Employees should be sensitive to conduct that may be considered offensive to others and avoid such actions. Abusing the dignity of anyone through sexist or racial slurs, derogatory commentary concerning race, economic level or the like will be grounds for immediate action on the part of the ECELS. Unwelcome, unwanted, or offensive physical or verbal advances, intimidation, or remarks will not be tolerated.
- n. Dress Code: The State Department of Education guidelines require the employment of professional employees. The way an employee dresses reflects on the way parents and the community perceives the ECELS. Jogging shorts, short shorts, tube or halter-tops, midriff or low cut tops or dresses are not appropriate at work. The employee must wear clothing that is appropriate to sit on the floor and interact with the children. Violation of standard acceptable attire will be grounds for placement in the employee's Performance Review.
- o. Type A Citations from Community Care Licensing resulting from negligence or lack of supervision on the part of the teacher may be cause for discipline and/or termination.

16.2 Resignation/Retirement

ECELS employees who plan to resign or retire should do so with as much written notice to the ECELS Coordinator as possible (a minimum of thirty [30] days is suggested whenever possible). The Coordinator and/or the Dean is authorized by the Governing Board to officially accept the resignation of the ECELS employee. Payment for service will be made up to and including the last day that service is performed.

16.3 Reduction Force

16.3.1 The District may layoff permanent (regular) and/or probationary (contract) ECELS Teachers pursuant to ECELS budget constraints and/or State Contracts. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.

16.3.2 The District will inform the Federation of any pending layoff of permanent or probationary Contract ECELS Teachers so that the Federation may have a reasonable opportunity to provide any input regarding the District's decision to layoff.

16.3.3 The layoff of certificated employees who are ECELS Teachers is governed by Education Code §8366, and the order of their layoff shall be determined by length of service. The employee who has served the shortest amount of time shall be laid off first, except that no permanent employee shall be laid off ahead of a probationary employee.

16.3.4 Re-employment rights of laid-off permanent or probationary Contract ECELS Teachers are determined by relevant provisions of the Education Code.

16.3.5 A laid-off permanent or probationary Contract ECELS Teacher may utilize any remaining personal necessity leaves days prior to the end of the school year for the purpose of attending interviews by prospective new employers.

16.3.6 A laid-off permanent or probationary Contract ECELS Teacher who received paid health benefits prior to the layoff will continue to receive such paid benefits for an additional three (3) months after the effective date of the layoff.

16.4 Tardiness

- It is the ECELS expectation that employees will arrive on time.
- An employee who arrives later than the required time without permission from the Coordinator and/or Site Supervisor will be considered tardy.
- An employee who expects to be late for work should call the ECELS to notify the Coordinator or Site Supervisor.

17. EVALUATIONS

17.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the ECELS Teacher's

performance of his/her ECELS Teacher assignment.

17.1.1 All evaluations shall be treated as confidential in accordance with Article 11.

17.1.2 ECELS 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 an ECELS Teacher's overall performance shall use the terms High Professional Performance, Standard Professional Performance, Needs Improvement and Unsatisfactory.

17.1.6 The evaluators shall give comments and/or recommendations the weight they believe appropriate.

17.1.7 ECELS Teacher review shall be the primary feature of the evaluation process.

17.1.8 The Dean or first level administrator or Vice President in charge of the evaluatee's discipline 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 ECELS 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 ECELS Teacher's personnel file until the ECELS 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 ECELS 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 have prejudiced

a fair and objective evaluation of the ECELS Teacher's job performance.

17.1.10 The contents, including comments and recommendations, of any evaluation document shall not be grievable.

17.2 ECELS Teachers

17.2.1 There are three parts to the ECELS Teachers evaluations:

- In the first four-year probationary period, the ECELS Teachers will be annually evaluated using the probationary evaluation forms found in Appendix K.
- After the probationary period, professional evaluations will be conducted every three years using the permanent evaluation forms found in Appendix K.
- 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 and/or the ECELS Liaison or designee.

17.3 Probationary ECELS Teacher

17.3.1 Probationary (Contract) ECELS Teacher will be evaluated at least once in each of the four probationary academic years prior to ~~November 1st~~ March 1st of the academic year until they are granted permanent status or are released at any time prior to being granted permanent status.

17.3.2 An Evaluation Committee (EC) will be established for each probationary (contract) ECELS Teacher to include the following four (4) academic employees:

- ECELS Coordinator (Committee Chair)
- ECELS Liaison or designee
- An ECELS Teacher
- The Dean who oversees the ECELS

All faculty members on an EC must be tenured or have permanent status. Should the ECELS Coordinator not have permanent status, (1) another permanent ECELS Teacher will serve instead, and (2) the ECELS Liaison will serve as the Committee Chair.

17.3.3 A probationary ECELS Teacher may challenge within ten (10) business days of appointment of the ECELS Teacher assigned to the probationary ECELS Teacher EC. The challenge must be in

writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the Tenure Evaluation Review Board ("TERB") Coordinator within ten (10) business days of the appointment of the challenged ECELS Teacher. The probationary ECELS Teacher may also lodge a challenge within the first ten (10) business days of the fall semester during the second year of probationary service. The challenge may be granted by the TERB. If the challenge is denied, the TERB shall provide the challenger with reason(s) in writing for its decision.

17.3.4 The EC, within its discretion and under the coordination of the EC Chair, may hold meetings with or without the attendance of the evaluatee. However, the EC shall meet with the evaluatee on a regular basis to provide support and assistance, as needed, and to communicate any concerns the EC members may have about the evaluatee's job performance. The EC will review the evaluatee's work, will conduct the evaluation, and will prepare the Evaluation Report. The evaluatee will cooperate fully with the EC and submit materials to it relevant to the evaluatee's assignment as requested by the EC Chair.

17.3.5 The EC's evaluation of the evaluatee and its preparation of the Evaluation Report is a flexible and careful process designed so that the probationary (contract) ECELS Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance.

17.3.6 The role of the Evaluation Committee (EC) shall include mentoring, as well as evaluation of an ECELS Teacher/Coordinator's progress toward professional success.

17.3.7 In each academic year, the evaluation shall include observations by members of the EC and a written summary report reflecting the EC members' observations.

17.3.8 The evaluation process is intended to contribute to the professional growth and success of probationary ECELS Teachers. To that end, the parties establish the following remediation program.

17.3.8.1 A Remediation Plan shall be established when the ECELS Teacher, in the spring semester of his/her first or second year of probationary service, receives all of the following:

- Receives and accepts a contract for continuing employment within the District
- Receives a "Rehire" recommendation by the EC
- Receives an evaluation of "Substandard Performance" in one or more areas

17.3.8.2 No later than March 1st, in the ECELS Teacher's first or second year of probationary service (as required above), the EC shall develop and submit the proposed Remediation Plan to the Division Dean. After meeting with the EC and the probationary ECELS Teacher to discuss the plan, the TERB shall either approve the plan or remand it to the EC for revision. Any revised plan shall receive the approval of the TERB before it is implemented.

17.3.8.3 The Remediation Plan shall include each of the following:

- Activities (e.g., course work, observation of other ECELS Teacher/Coordinator, teaching strategies or techniques, etc.) to be performed by the probationary ECELS Teacher/Coordinator.
- Mentoring activities to be provided for the probationary ECELS Teacher/Coordinator.
- Criteria for measuring progress toward satisfactory performance in the area(s) of concern
- Standards for determining if the progress is sufficient to merit a subsequent evaluation of "Standard Professional Performance" or better in the area(s) of concern.

17.3.9 The EC shall determine the adequacy of the progress demonstrated by the probationary ECELS Teacher/Coordinator under the Remediation Plan.

17.3.10 The Governing Board makes the final decision on the continuing employment and the granting of permanent status for all probationary (contract) ECELS Teachers.

17.4 Permanent ECELS Teachers

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

17.4.2 A Peer Review Committee (PRC) will be established for each permanent (regular) ECELS Teacher at least once in every three (3) years, to include the following employees:

- ECELS Coordinator or the ECELS Liaison or designee
- ECELS Teacher

17.4.3 The permanent ECELS Teacher may challenge within ten (10) business days of appointment either (or both) of the two (2) members comprising the ECELS Teacher's PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged member(s). The challenge may be granted by the TERB. If the TERB denies the challenge, the TERB shall provide the challenger with reason(s) in writing for denying the challenge.

17.4.4 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluatee. However, the PRC shall meet with the evaluatee on a regular basis to provide support and assistance and to communicate any concerns the PRC members may have about the evaluatee's job performance. The PRC will review the evaluatee's work, conduct observations of the evaluatee's work, conduct the evaluation, and prepare the evaluation report. The evaluatee will cooperate fully with the PRC and submit materials to it relevant to the evaluatee's assignment as requested by the PRC Chair.

17.4.5 The PRC's evaluation of the evaluatee and its preparation of the evaluation report is a flexible and careful process designed so that the permanent (regular) ECELS Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee's work performance. Any evaluation calendar established by the PRC will be advisory only.

17.4.6 The evaluation report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB Coordinator. The TERB will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are met, the TERB shall transmit

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

17.4.7 A permanent ECELS Teacher who receives an overall 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 ECELS 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 ECELS Teachers subject to the review procedure in state law.

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

18.1.1 District Funding for Continuing Education

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

18.2 Full-Time ECELS Teacher Compensation

18.2.1 Payroll Deductions

The District will deduct required payments to the PFF and shall allow payroll deductions for deposits to the credit union or other agencies approved by the Governing Board or contributions to the Union or United Way/CHAD or other agencies approved by the Governing Board.

18.2.2 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 ECELS Teachers upon request. The minimum contribution shall be two hundred dollars (\$200.00) per year for ECELS Teachers 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 ECELS Teacher 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 ECELS Teacher.

18.2.3 Payroll Process

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

18.2.4 Salary Schedules

ECELS Teachers shall be paid in accordance with the existing ECELS Teacher schedule.

18.2.4.1 For the 2016-17 academic year, ECELS Teacher salary schedules in effect on June 30, 2016 shall be increased by 1.29% base adjustment increase plus an additional raise of 1.71% for a total of 3%. This increase will be retroactive to July 1, 2016. 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

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

18.2.6 Matrix Moves

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

18.2.7 Established Salary Schedules

ECELS 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 ECELS Teacher may request extra duty time off for extra duty work. The ECELS Coordinator 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 ECELS Teachers are paid a monthly salary (or pro-rata portion thereof) and do not fill out a time card.

19.1.2 An ECELS Record of Absence 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 ECELS Coordinator sign records for Master Teachers, Teachers, Associate Teachers, and Assistants, and the ECELS Coordinator signs the records for the Site Supervisors) for signature by the first day of the month.

19.1.3 The Dean signs the ECELS Coordinator's Record of Absence if there are any absences to report.

19.1.4 Hourly employees will fill out a time card for the exact hours worked each day. Falsification of time cards may result in discipline up to and including termination.

19.2 Pay Days

19.2.1 Exempt Regular Full-Time employees' paychecks are distributed once a month on the last day of the month.

19.2.2 Part-Time ECELS Teachers paychecks are distributed on the 20th of the month. If any of the above days fall on a weekend, the employee is paid the Friday before as per District policy.

20. CONFIDENTIALITY POLICY

20.1 All records concerning employees, children and families or the management of the ECELS are considered confidential.

20.2 Any personal information given to an employee by a parent, child or other employee shall remain confidential.

20.3 Discussion of any confidential information will be made only with the ECELS Coordinator and/or the Dean, or the appropriate employee.

21. PROFESSIONAL DEVELOPMENT

21.1 In any academic year, there shall be five (5) professional development days for full-time ECELS Teachers. Two of the professional development days will be determined by the ECELS Coordinator and/or the ECELS Liaison.

21.2 Each academic year, all ECELS Teachers shall develop and submit an individual Professional Development Plan for review and approval by the ECELS Coordinator and/or the ECELS Liaison.

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).

21.3.1 ECELS Teachers are expected to include one District committee or activity per year as part of their PD commitment.

21.4 If an ECELS Teacher does not successfully complete the activities from her/his Professional Development Contract by June 30, the ECELS

Coordinator and/or the ECELS Liaison will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the ECELS 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 ECELS 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 an ECELS Teacher/Coordinator for any verified loss, damage, or destruction of an ECELS Teacher's personal property suffered through no fault of the District while the ECELS 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 ECELS 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 ECELS 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 ECELS 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 ECELS Teacher with the District Business Office no later than thirty (30) calendar days after the loss, damage or destruction of the ECELS Teacher's personal property. The ECELS Teacher shall submit evidence of the loss, damage, or destruction of the personal property, and the burden of proof in all cases shall be with the

ECELS Teacher seeking reimbursement.

22.1.5 Reimbursement for any verified loss, damage, or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the ECELS Teacher. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, cellular telephones, personal data assistants, purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by ECELS Teachers. Prior written approval is necessary for all computers and related equipment, VCRs, and related equipment. Prior written approval may be canceled at any time in writing by giving the ECELS Teacher written notice seven (7) calendar days prior to the cancellation.

22.1.6 If an ECELS Teacher receives any payment from an insurance carrier for any loss, damage, or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the ECELS Teacher, the ECELS Teacher shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation, and the ECELS Teacher shall fully cooperate with the District in pursuing such rights.

22.1.7 These provisions shall not restrict an ECELS Teacher from bringing personal property onto the property of the District at the ECELS Teacher's own risk, and shall not restrict an ECELS Teacher from using personal property at his/her own risk during the course and scope of employment.

22.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is 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 ECELS Teacher for mileage and parking fees only when the ECELS 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 ECELS Teacher's residence and the District work locations of the ECELS 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 ECELS Teacher assignment. First-level administrator must approve all mileage reimbursement requests.

23.4 When more than one (1) ECELS 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 ECELS Teacher (s) who must use a personal vehicle shall receive reimbursement.

24. REMOVAL OF DISTRICT EQUIPMENT

An ECELS 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 ECELS Teacher reports. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the ECELS Teacher will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

24.1 ECELS Teacher Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all ECELS Teachers at no charge on a first-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 ECELS Teachers parked at District facilities, and the District is not liable for any personal property of ECELS Teachers in vehicles owned or operated by them.

24.2 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, ECELS 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 ECELS 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 ECELS 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.

24.5 Support Services

Support services shall be provided for all ECELS Teachers and shall

be available Monday through Friday during normal ECELS business hours.

25. PROFESSIONAL RESPONSIBILITIES

- 25.1 Since the District is an equal employment opportunity institution and an equal educational opportunity institution, ECELS Teachers shall comply with all equal employment opportunity and equal educational opportunity laws and regulations, and shall not engage in any conduct in violation of those laws and regulations, including sexual harassment of employees, employee applicants or visitors, or students.
- 25.2 ECELS Teachers shall use District equipment, supplies, utilities, facilities, or vehicles only for purposes related to the performance of their duties, except for the brief and incidental use of such items during non-duty time that involves no cost to the District, or except as authorized by another specific provision of this Agreement.
- 25.3 ECELS Teachers are expected to continue to develop their scholarly competence. ECELS Teachers shall aspire to excellence.
- 25.4 ECELS Teachers shall adhere to the highest academic standards.
- 25.5 The District requires each employee to adhere to all applicable laws and regulations associated with the teaching of minor children.

7/6/2017
Bill Shuff

PFF-DISTRICT NEGOTIATIONS

PFF PROPOSAL 1
GROUND RULES
JULY 6, 2017

TA 7/6/17

Shreno
JL
Colleen Bixler

Goals

1. Both negotiating teams (collectively, the "parties") will negotiate in good faith as required by the Educational Employment Relations Act (EERA) and agree that our common goals are to achieve an Agreement that fosters a healthy Palomar College community, promotes student success, and serves as the basis for an ongoing constructive, positive relationship.
2. The parties desire to be thorough and timely in negotiations and will work together to move negotiations forward apace. We desire to complete all negotiations and have a final agreement approved by the District's Governing Board and the Federation within an agreed upon time.

Behavior

3. Members of both negotiating teams will be ethical, polite, honest, respectful, reliable, and fair. Members of both negotiating teams will also practice civility in all negotiations. The parties agree to engage in open and courteous discussion to address issues and proposals brought to the table. We agree to jointly address behaviors that may cause negotiations to move off task, inhibit progress, be unjustifiably delayed, and/or violate the ground rules. Refusal of either party to discuss such behaviors as described in the previous sentence may evidence bad faith in negotiations.
4. The negotiating teams will attempt to keep interruptions to a minimum during negotiating sessions. Cell phones, beepers and pagers will be set in the inaudible modes or turned off during the sessions. The voices of the participants shall not be recorded by any electronic means (e.g., by tape recording) unless agreed to by the parties. This does not prohibit either party from taking notes.
5. Negotiating sessions are private, closed sessions, but either negotiating team may bring its own expert(s) or observer(s) to a negotiating session. The lead negotiator bringing the expert(s) or observer(s) will give reasonable prior notice to the other lead negotiator.

PFF-DISTRICT NEGOTIATIONS

PFF PROPOSAL 1

GROUND RULES

JULY 6, 2017

6. Each party may inform its constituency about the status of negotiations in a manner of its own choosing.
7. During negotiating sessions, either lead negotiator may call a caucus at any time. At the time of calling a caucus, the lead negotiator calling for the caucus will indicate the approximate time needed for it. Both negotiating teams recognize that caucuses are necessary but agree to keep them to a reasonable number and to continue them for only so long as necessary.
8. The parties will attempt to reach consensus to resolve negotiated issues. When resolution of an issue is reached, we will memorialize the resolution by tentative agreement (TA). Each lead negotiator has the authority to sign written TAs on complete or partial Article(s) for the new Agreement. A TA is not binding until ratified by the Governing Board of the District and the Palomar Faculty Federation but a tentative agreement will not be rescinded without substantial reason. Rescission of a TA without substantial reason may be evidence of bargaining in bad faith.

Meeting Protocol

9. We will endeavor to meet weekly, at mutually convenient dates and times. Each party shall arrive promptly for each session and shall be prepared for negotiation upon the topic(s) previously set. Reasonable efforts will be made to schedule regular sessions so that there are no lengthy periods between negotiating sessions. If a scheduled negotiating session must be cancelled, the team canceling the session shall provide the other team twenty-four (24) hours advance notice unless the cancellation is occasioned by an emergency. The canceling party will provide alternative dates for bargaining in an effort to accommodate the other party.
10. An effort shall be made to schedule negotiating sessions at times that do not conflict with faculty assignments. In the event that conflicts can't be avoided, faculty members attending a negotiating session shall be released from their usual assignment(s) without loss of compensation. The District shall notify appropriate divisions or department administrators of this entitlement to released time for negotiations.
11. Either party may bring an administrative assistant to keep records, notes, or reports.

12. In the event of an unavoidable absence by a regular member of a negotiating team, the lead negotiator of that team may bring in an alternate member who will serve in the place of the absent member. Both teams will make every effort to use alternates as infrequently as possible.
13. Before a negotiating session is concluded, the lead negotiators will mutually establish an agenda for the next negotiating session, which shall include timelines for specific proposals and counterproposals, or reasons why a counterproposal is not forthcoming.

Information Gathering and Studies

14. The parties agree that the District's Vice President of Finance and Administrative Services or designee will address all items related to budget and expenditure information. The District commits to reviewing budgets and expenditures and preparing information in an objective and transparent manner for the negotiating teams.
15. Either party may develop information and bring it to the table to further the negotiating process and to substantiate and/or explain a proposal or counterproposal. If the parties mutually agree to commission an independent study, then the following will be discussed in advance: the study's necessity, methodology, parameters, ultimate goal/use(s), funding, and timeframes for completion. All of these items will be agreed upon by both parties before the study is approved for inclusion in bargaining.
16. Requests for information or documents will be made in writing (and/or by e-mail) from one lead negotiator to the other lead negotiator, except during any negotiating session, when requests for information or documents may be made orally by either lead negotiator to the other. The lead negotiator receiving the request will provide the requested information or documents in a timely fashion, or will respond with a schedule for providing the documents or with reasons why the information or documents will not be provided (e.g., confidential records, legal privilege, and non-availability).

Proposal/Article Generation

17. The parties agree to engage in open and courteous discussion, and to address issues and proposals brought to the table. The parties agree that contract language will be brought to the table for discussion. When making written and oral proposals and counter-proposals, the teams will bring draft written, dated documents to the table for discussion. This does not preclude the parties from bringing other written forms of proposals to the table to initiate and/or further discussion of issues. In addition, draft contract language, proposals, and counterproposals will be made available as readable email attachments or provided on readable computer media such as USB drives. Counter proposals developed through caucus during negotiating sessions may be exempt from these requirements upon agreement by the lead negotiators.
18. Either lead negotiator bringing a counter proposal to a negotiating session or submitting a counterproposal during a session will submit sufficient copies for all members of the other negotiating team. Prior to any negotiation session, counter proposals may be submitted by one lead negotiator to the other.
19. The lead negotiators will maintain and share the historical record status of the items being negotiated.
20. The parties will use computer medium including but not limited to Word, Excel, and PowerPoint to present information such as contract language, changes, data, and development of options so that all may view and address the information together. The presenting party will provide hard copy of all computer media to all team members of both teams.
21. Once a tentative agreement has been reached on all subjects and proposals, the negotiating teams will fully endorse and support them so that an Agreement may be ratified by the Governing Board of the District and the Palomar Faculty Federation.
22. These ground rules and all timelines mentioned herein may be modified or added to at any time through the mutual agreement of the lead negotiators.

**COOPERATIVE EDUCATION PROBATIONARY FACULTY
TENURE REVIEW COMMITTEE CHECKLIST**

Tenure and Evaluations Committee Chair, please check each item off when completed. Please make sure that all of the items listed below are in the evaluation packet before submitting the packet to the Tenure and Evaluations Coordinator.

Tenure & Evaluations Review Report: _____

Self-Evaluation Form with Professional Development: _____

Student Evaluations:

Please provide a color copy of student evaluations to the evaluatee after grades have been posted.
(It is no longer necessary to submit a copy to TERB)

Three classroom or workplace observations

A total of three observations are required from the following list.
Some options may be used more than once and some not at all.

- 1) CE orientation session (orientation observation form)
- 2) Office hours visitation with a student
- 3) Workplace observation

Freeform letters from at least 2 faculty

Guidelines for the letter are found here: (URL) _____

Committee Members' Signatures on Final Report: _____

Evaluee's Signature on Final Report: _____

Report Sent to the Tenure & Evaluation Office: _____

All forms can be found on the TERB website at: <http://www.palomar.edu/tenureandevaluations/>

TA
10/4/2017

Ben Chaffin

Gerardo
10/4/17

TCR
10/4/17

Colleen Baker
10/4/17

**PALOMAR COLLEGE
COOPERATIVE EDUCATION TENURE AND EVALUATIONS REVIEW REPORT**

☐ 1st year report ☐ 2nd year report ☐ 3rd year report ☐ 4th year report

Probationary Professor _____

Department _____

When the committee members are finished reviewing and discussing each component of the evaluation, the committee chair will complete the **Professor Tenure and Evaluations Review Report**. The various components will include: a. Self-Evaluation Form with Professional Development b. Course materials (if appropriate) c. Student evaluations d. Three observations e. Letters from Faculty. Please include supporting documents. In your comments, please do not refer to the student evaluation questions by number. This report will eventually be a stand-alone document. The student evaluations will not accompany this report, so referring to the student evaluation questions by number (rather than in words) will not be descriptive.

Definitions of evaluation categories: (based on Standards of Performance for Faculty)

High Professional Performance - Frequently exceeds accepted standards of professional performance.
(Check this box when the professor's professional performance is beyond what is reasonably expected.)

Standard Professional Performance - Regularly meets accepted standards of professional performance.
(This is the standard of performance that is expected of all professors when they are hired and they are expected to maintain this level of performance throughout their tenure at Palomar College.)

Performance Needs Improvement - Does not consistently meet accepted standards of professional performance.

Unsatisfactory Performance - Does not meet minimal standards of professional performance.

Comments are required for all questions.

1. The professor establishes an environment that promotes the active role of students as learners, encouraging questions and other forms of participation.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

Cooperative Education Evaluation Report Draft. Proposed for Fall 2017

2. The professor treats students with respect, demonstrating a willingness to work with a diverse student body.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

3. The professor teaches and manages courses that are appropriately organized, with clearly stated objectives in keeping with the Course Outline of Record.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

4. The professor demonstrates expertise in cooperative education.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

5. The professor communicates in a clear, informative, and professional manner in interactions with colleagues and community partners.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

6. The professor provides appropriate structure to promote student success in cooperative education.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

7. The professor is responsive to student and faculty questions and concerns.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

8. The professor works professionally with faculty and staff on campus to form collaborations between departments and cooperative education.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

9. For cooperative education courses, the professor conducts orientations, maintains an organized log of student time sheets, meets with employers, engages with students as needed, and conducts exit interviews.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

10. The professor fulfills the contractual requirements of the position.

Yes: _____ No: _____

Comments (if the response is negative, comments are required):

11. The professor demonstrates continued professional growth by participation in professional development activities.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

12. The professor demonstrates commitment to the college and to education by service to the college.

Cooperative Education Evaluation Report Draft. Proposed for Fall 2017

- ☐ High Professional Performance
☐ Needs Improvement

- ☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

13. The professor maintains a collegial approach to the requirements of a full-time faculty position, contributing to the success of the department or program.

- ☐ High Professional Performance
☐ Needs Improvement

- ☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

14. **Summary Comments and Recommendations (required):**

Overall Recommendation:

☐ High Professional Performance

☐ Standard Professional Performance

☐ Performance Needs Improvement

☐ Unsatisfactory Performance

1st Year

☐ Rehire

☐ Do not rehire

2nd Year

☐ Rehire

☐ Do not rehire

3rd Year

☐ Satisfactory

☐ Unsatisfactory

4th Year

☐ Rehire/Grant Tenure

☐ Do not rehire/Deny Tenure

Evaluation Meeting Confirmation:

Draft for Cooperative Education probationary faculty 9-29-2017. Proposed for Fall 2017 probationary evaluation.

Cooperative Education Evaluation Report Draft. Proposed for Fall 2017

Date and Length of Meeting with Evaluatee: _____

Signatures (Comments are optional)

Committee Chair: _____ Date: _____
(print name) _____
Comments: _____

Committee Member: _____ Date: _____
(print name) _____
Comments: _____

Random Committee Member: _____ Date: _____
(print name) _____
Comments: _____

Division Dean: _____ Date: _____
(print name) _____
Comments: _____

Vice President: _____ Date: _____
(print name) _____
Comments: _____

My signature acknowledges that I have read and received a copy of the evaluation. It does not mean that I agree or disagree with this evaluation. I am aware that within ten business days I have the right to submit a response to this evaluation. I am also aware that this evaluation and my response, if any, will become part of my personnel file.

Professor: _____ Date: _____
(print name) _____
Comments: _____

Tenure and Evaluations
Review Coordinator: _____ Date: _____

Proposed list of student evaluation questions: Cooperative Education Faculty

1. Shows interest in and enthusiasm for cooperative education.
2. Establishes a respectful environment.
3. Communicates in a clear and well-organized manner.
4. Is available for consultation either in office hours or by appointment.
5. The grading policy and standards are fair and transparent.
6. Clearly articulates course goals, requirements and grading criteria in the Course Syllabus, Orientation or other course materials.
7. Provides a non-biased environment for students of diverse backgrounds.
8. Makes course materials available in a timely manner.
9. Provides clear expectations and structure to the cooperative education class so that I am able to succeed in this class.
10. Is responsive to my questions and concerns.
11. Is easy to approach, patient, and willing to help.
12. Encourages involvement, discussion and questions.
13. Goes beyond the expected to help me succeed in my cooperative education experience.
14. Overall, this instructor is doing an excellent job.

COOPERATIVE EDUCATION ORIENTATION FORM

Date of Observation _____

Name of Evaluatee _____

Name of Evaluator _____

Course Title and Class Number _____

A. Prior to the class observation:

1. The evaluatee should send the evaluator the course syllabus and any accompanying materials that the evaluatee would like the evaluator to see.
2. The evaluatee will list below items of interest to the evaluatee for the evaluator to specifically observe.

B. Answer the following questions regarding the cooperative education orientation.

1. How does the instructor communicate the structure and overview of the cooperative education program?
2. Describe the instructor's organization and presentation of information.
3. How does the instructor maintain student engagement?
4. Which of the following methods does the instructor employ?
Circle and comment as appropriate.

☐ lecture

☐ discussion

☐ demonstration

☐ other _____

5. What about the session is particularly noteworthy and why?
6. Comments regarding the specific observations requested by evaluatee.
(see section A number 2)
7. Additional comments and suggestions.

C. **Orientation observation follow-up**

Meet for a few minutes after the observation to discuss how this session advanced the evaluatee's course goals.

OFFICE HOURS OBSERVATION FORM

Topic of meeting with student _____

Name of evaluator _____

Signature of evaluator _____

After observing an office hour(s) session with one or more students present, describe the Cooperative Work Experience faculty in each of the following areas:

1. Demonstrates an in-depth knowledge and experience when providing academic and career counseling.
2. Information is presented in a clear, organized, and informative manner.
3. Demonstrates interest, enthusiasm, and patience when communicating with student(s).
4. Maintains a mutually respectful relationship with students.
5. Provides an environment to promote the active role participation of the student in the session.
6. Summarizes the session as well as provides appropriate referrals and/or recommended follow-up.

Additional comments/suggestions:

COOPERATIVE EDUCATION WORK PLACE OBSERVATION

(non-instructional observations)

This observation form can be used to evaluate an interaction with a CE student's employer, an interaction with other faculty or staff involved in the CE program, or an interaction with outside vendors that (may) participate in Palomar's CE Program.

Date of Observation _____

Name of Evaluatee _____

Name of Evaluator _____

Context for the observation (i.e. what are the circumstances for the observation).

A. Prior to the observation:

1. The evaluatee should give the evaluator any materials or other information that the evaluatee would like the evaluator to see.
2. The evaluatee will list here items for the evaluator to specifically note in the course of the observation (such as specific techniques or resources).

B. Comment on the following items pertaining to the workplace observation:

1. The evaluatee shows interest and enthusiasm for the subject and assignment.
2. The evaluatee treats people with respect and is responsive to their concerns and/or feedback.
3. The evaluatee demonstrates competency in other areas of the field and assignment.
4. The evaluatee communicates in a clear and effective manner with other people during the interaction.
5. The evaluatee engages the supervisor and student (if present) in a discussion of:
 - a) the suitability of the student's learning objectives
 - b) the student's progress toward meeting those objectives as of the date of the visit
 - c) the student's overall professional growth and opportunities for additional growth
6. Please record any additional context that would be helpful to understanding this interaction.
7. Additional comments.

Proposed Matrix to Assess Coordinator Duties during probationary period

Coordinator: _____

Name of Evaluator: _____

Semester: _____

Position of Evaluator: _____

Date: _____

Evaluator's Signature: _____

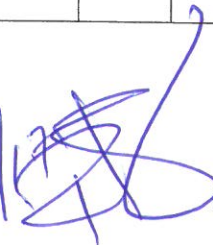
Coordinator for Fire Technology
Tenure Review Evaluation

Listed below are responsibilities assigned to the Coordinator for Fire Technology. Please rate the Coordinator on each item using the rating scale. If you are unable to rate an item, select UA (unable to answer). Comments may be made in the space provided.

4=Very Effective, 3=Effective, 2=Somewhat Effective, 1=Not Effective, UA=Unable to answer

<u>Manage & Coordinate Fire Academy</u>	4	3	2	1	UA	Comments
Provide vision and direction for the Fire Academy program.						
Provide oversight and assistance with student assessments, counseling and discipline.						
Coordinate and manage Fire Academy faculty, Fire Academy Coordinator, and short term employees that teach in the Fire Academy.						
Oversee the coordination with outside agencies and vendors that provide instructional equipment and support to the Fire Academy.						

TA
10/4/2017
K. W. Shaffer

10/4/17


Jeremiah
10/4/17

TCR
10/4/17

Colleen Butler
10/4/17

Proposed Matrix to Assess Coordinator Duties during probationary period

Manages budget including evaluating costs, revenue and FTES. Explore cost containment where applicable, advocate for department and program as needed.						
Review, modify and create curriculum, programs and pathways for students interested in, enrolled in, or have already completed the Fire Academy to increase student success rates in getting hired.						
Ensure compliance with State Fire Training-certified curriculum and certification programs.						
Oversee, coordinate and manage the curricular elements of the Fire Academy program (e.g. creation and adherence of COR)						

Proposed Matrix to Assess Coordinator Duties during probationary period

<u>Coordination and Management of Fire 98 Program</u>	4	3	2	1	UA	Comments
Provide vision, direction and structure for the Fire 98 program.						
Oversee, coordinate and manage the curricular elements of the Fire 98 program (e.g. creation and adherence of COR) to ensure consistency in curriculum and compliance national accreditation standards.						
Organize and manage budget, including revenue sharing between Palomar College and participating Fire Departments.						
Serve as the liaison between Fire Departments and Palomar College to schedule and manage the Fire 98 courses.						
Oversee Fire 98 student rosters.						
Coordinate with instructional staff and instructors on record to manage scheduling and curriculum for each Fire Department.						

Proposed Matrix to Assess Coordinator Duties during probationary period

Other	4	3	2	1	UA	Comments
Coordinates regional fire testing Joint Powers Agreement, including advertising and outreach, budget, and exam dates.						
Develops pathways & programs (often in collaboration with other departments, institutions or agencies) to increase students' success in getting hired as a firefighter.						
Creates alliances between North County Fire Departments and Palomar's Cooperative Education for volunteer experiences and mentorship programs for students.						
Conducts community outreach to recruit students into the Fire Technology program.						
Maintains professional relationships with local Fire Agencies.						

Whole packet TA
1/16/18
Dreno
RCC 1/16/18
Chylar 1/16/18

Revised 12/2017

PALOMAR COLLEGE
ECE LAB SCHOOL SITE SUPERVISOR-LEADERSHIP
PROBATIONARY REVIEW REPORT

☐ 1st year report ☐ 2nd year report ☐ 3rd year report ☐ 4th year report

Probationary Site Supervisor _____

Department ECE LAB SCHOOL

When the committee members are finished reviewing and discussing each component of the evaluation the committee chair will complete the **Probationary Review Report**. a. Self-Evaluation Form with Professional Development b. Parent/Staff Survey c. PAS (Program Administration Scale- Selected Items) d. Evaluation Matrix. Please attach supporting documents. In your comments, please do not refer to the parent/staff survey questions by number. This report will eventually be a stand-alone document. The parent/staff surveys will not accompany this report so referring to the parent/staff survey questions by number (rather than in words) will not be descriptive.

Definitions of evaluation categories:

(based on Standards of Performance for ECE Lab School [ECELS] Site Supervisor-Leadership)

High Professional Performance - Frequently exceeds accepted standards of professional performance.
(Check this box when the site supervisor's professional performance is beyond what is reasonably expected.)

Standard Professional Performance - Regularly meets accepted standards of professional performance.
(This is the standard of performance that is expected of all site supervisors when they are hired and they are expected to maintain this level of performance throughout their tenure at Palomar College.)

Performance Needs Improvement - Does not consistently meet accepted standards of professional performance.

Unsatisfactory Performance - Does not meet minimal standards of professional performance.

Comments are required for all questions.

1. The site supervisor works cooperatively and collaboratively with the college as a whole and outside sources required for ECELS operation.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

2. The site supervisor maintains a clean and healthy ECELS environment that follows ECERS and ITES standards to at least the minimum score required by the State of California Child Development Division. The site supervisor maintains an ECELS that follows Community Care Licensing standards, including general supervision of children at all times.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

3. The site supervisor demonstrates subject area currency and is proficient in integrating policies and procedures into the ECELS when required by Community Care Licensing, State Department of Education (Child Development and Child Nutrition), the college, or any other outside source.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

4. The site supervisor is self-motivated, is able to work independently, and takes initiative to complete work in a timely manner, sometimes on multiple assignments at one time, and by due dates where appropriate.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

5. The site supervisor demonstrates effective oral and written communication skills at the ECELS with children, parents, staff, and the college community. Communication is clear, concise, and uses appropriate English standards. The site supervisor responds promptly to requests for information and assistance.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

6. The site supervisor enrolls children (following ECELS and Department of Education policies and procedures), maintains up to date waitlist and children's files, prepares information for state reports, tours prospective families, promotes the ECELS, and participates in regular parent and staff meetings and/or trainings.

☐ High Professional Performance
☐ Needs Improvement

☐ Standard Professional Performance
☐ Unsatisfactory Performance

Comments:

7. The site supervisor fosters and maintains a fair, consistent, positive, and productive work environment. The site supervisor is approachable and establishes a positive and cooperative relationship with ECELS staff, families and the college community.
- ☐ High Professional Performance ☐ Standard Professional Performance
☐ Needs Improvement ☐ Unsatisfactory Performance
- Comments:**

8. The site supervisor treats children, families, and ECELS staff with respect and tolerance, demonstrating a positive attitude, patience, a willingness to help when needed, and upholds confidentiality of children, families, and ECELS staff.
- ☐ High Professional Performance ☐ Standard Professional Performance
☐ Needs Improvement ☐ Unsatisfactory Performance
- Comments:**

9. The site supervisor functions well in an environment where persons of diverse cultural and ethnic backgrounds become partners in learning, built on the strengths of their own cultural tradition, and respect, embrace and learn from persons of other traditions.
- ☐ High Professional Performance ☐ Standard Professional Performance
☐ Needs Improvement ☐ Unsatisfactory Performance
- Comments:**

10. The site supervisor demonstrates continued professional growth by participation in professional activities. Such activities may include, but are not limited to: completion of course work; attendance at workshops, seminars or professional meetings; and participation in conference presentations, exhibits, and research, publication or community service.
- ☐ High Professional Performance ☐ Standard Professional Performance
☐ Needs Improvement ☐ Unsatisfactory Performance
- Comments:**

11. The site supervisor demonstrates commitment to the ECELS and college community and to education by participating in, curriculum development, ECELS meetings and activities, by serving on campus and/or ECELS committees, and by working cooperatively with ECELS staff, and college faculty and staff. This commitment begins the first semester of employment.
- ☐ High Professional Performance ☐ Standard Professional Performance
☐ Needs Improvement ☐ Unsatisfactory Performance
- Comments:**

12. The site supervisor knows and follows institutional policies and practices, including ECELS, college, Community Care Licensing, State Department of Education, and any other sources utilized by the ECELS.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

13. The site supervisor maintains a staff schedule appropriate to the needs of the classroom, while working within budget constraints. The site supervisor works with ECELS staff to create and maintain appropriate classroom enrollment in order for the ECELS to operate effectively.

☐ High Professional Performance

☐ Standard Professional Performance

☐ Needs Improvement

☐ Unsatisfactory Performance

Comments:

14. The site supervisor follows standards and policies set forth by the ECELS in regards to work schedule, attendance, and professional appearance.

☐ Yes

☐ No

Comments:

15. The site supervisor works cooperatively with observation students, students completing activities, student teachers, the Child Development Department faculty, and with other individuals and groups on campus. The site supervisor performs duties and responsibilities with integrity and high professional standards and represents the college community well.

☐ Yes

☐ No

Comments:

16. **Summary Comments and Recommendations:**

Overall Recommendation:

☐ High Professional Performance

☐ Standard Professional Performance

☐ Performance Needs Improvement

☐ Unsatisfactory Performance

1st Year ☐ Rehire ☐ Do not rehire

2nd Year ☐ Rehire ☐ Do not rehire

3rd Year ☐ Satisfactory ☐ Unsatisfactory

4th Year ☐ Rehire/Grant Permanent status ☐ Do not rehire/Deny Permanent Status

Evaluation Meeting Confirmation:

Date and Length of Meeting with Evaluatee _____

Signatures (Comments are optional)

Committee Chair: _____
Comments: _____

Date: _____

Committee Member: _____
Comments: _____

Date: _____

Random Committee Member: _____
Comments: _____

Date: _____

Division Dean: _____
Comments: _____

Date: _____

My signature acknowledges that I have read the evaluation. It does not mean that I agree or disagree with this evaluation. I am aware that within ten business days I have the right to submit a response to this evaluation. I am also aware that this evaluation and my response, if any, will become part of my personnel file.

Site Supervisor: _____
Comments: _____

Date: _____

Tenure and Evaluations

Review Site Supervisor: _____

Date: _____

Copy of evaluation sent to evaluatee on _____ (date)

Parent/Staff Survey of Site Supervisor-Leadership

1. Shows interest in and enthusiasm for the ECE Lab School.
2. Treats all children, families, and co-workers with respect.
3. Maintains a high quality site, inside and outside environment.
4. Encourages participation, discussion, and questions.
5. Greets children and parents on a daily basis.
6. Is knowledgeable in child development theory and practice and demonstrates this with children.
7. Is available for brief daily consultation or for longer periods of time by appointment.
8. Demonstrates effective communication skills.
9. Is knowledgeable about Lab School policy and procedure.
10. Provides a non-biased environment for children, families, and staff from diverse backgrounds.
11. Is easy to approach, patient, and willing to help.
12. The knowledge and skills my child has learned at this Lab School will have value in their future.
13. Overall, this site supervisor is doing an excellent job.

YOUR COMMENTS WILL BE TYPED BEFORE THEY ARE GIVEN TO THE SITE SUPERVISOR.

What are this Site Supervisor's strengths?

How might this Site Supervisor improve the Lab School?

Do you have any additional comments?

**CHILD DEVELOPMENT CENTER
EARLY CHILDHOOD EDUCATION LAB SCHOOL (ECELS)
PROBATIONARY EMPLOYEE COMMITTEE CHECKLIST
FOR EVALUATION PACKET**

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Probationary ECELS SITE SUPERVISOR Review Report: _____

Self-Evaluation Form with Professional Development: _____

Professional Development Contract: _____

ECERS or ITERS (Parents and Staff section only): _____
PAS – Items (1, 6, 7, 8, 9, 10, 11, 16, 17, 18, 19 and 21)

Supervisor Evaluation: _____
Evaluation Matrix (completed by Liaison, Coordinator, and any full-time teachers and staff at the site)

Parent-Staff Survey: _____
(completed by parents and part-time staff or teachers who interact with the site supervisor)

Committee Members' Signatures: _____

Evaluee Signature: _____

~~The Tenure & Evaluations Office (TERB) will obtain signatures from the Division Dean.~~

~~After all signatures are received the Teacher/Coordinator being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.~~

Site Supervisor Leadership: _____

Name of Evaluator: _____

Semester: _____

Position of Evaluator: _____

Date: _____

Evaluator's Signature: _____

Site Supervisor-Leadership
Evaluation for Probationary Teacher

Listed below are the Site Supervisor-Leadership responsibilities. Please rate the Site Supervisor-Leadership on each item using the rating scale. If you are unable to rate an item, select UA (unable to answer). Comments may be made in the space provided.

4=Very Effective, 3=Effective, 2=Somewhat Effective, 1=Not Effective, UA=Unable to answer

Site Supervisor-Leadership duties	4	3	2	1	UA	Comments
Complies, assists with, and implements updates of the Parent Handbook, Operational Manual, ECE Lab School website, enrollment packets, parent contracts, and EZ Care program as needed.						
Assists with budget development and submits receipts for Cal Card/pay voucher purchases.						
Submits work orders and purchasing requests and receipts following the college guidelines and timelines.						
Assists in developing program philosophy, goals and objectives with staff, the Child Development Department, and parent input.						
Assists with enrollment and the application process for current and new families; provides ECE Lab School information and tours when appropriate.						
Supervises staff, families, and children of an assigned site.						

	4	3	2	1	UA	Comments
Orients new staff to ECE Lab School policies and procedures. Informs/trains staff, parents, and child development students of ECE Lab School policies and regulations. Assists in providing in-service training for staff.						
Assists with reports and gathers documentation for the State of California, California Department of Education, Community Care Licensing, and Food Nutrition; assists with compliance meetings with these agencies.						
Maintain all Community Care Licensing policies and procedures. Meet with licensing representative as needed and submits reports as necessary.						
Maintains up-to-date records on staff, children and/or families.						
In the absence of ECE Lab School staff members, arranges for substitute Site Supervisors, Master Teachers, Teachers, Assoc. Teachers, Assist. Teachers, short-term workers, and student workers as needed.						
Fills in for classroom staff when needed to maintain staff to child ratios; when in the classroom, plans, organizes, supervises and teaches a developmentally appropriate program for children ages 18 months to five years, including the current DRDP and appropriate Env. Rating Scale requirements.						
Attends and participates in regular site and ECE Lab School staff meetings; in the absence of the Coordinator, leads staff meetings when necessary or for site.						
Participates and assists in planning of ECE Lab School events/functions including, but not limited, to orientation, open house, end of the year party, and parent breakfast. Assists and participates in regular Parent Advisory Council (PAC) meetings.						

	4	3	2	1	UA	Comments
Invites and encourages family participation in children's activities; provides information about community resources to parents and staff including health, social services, mental health, developmental, and family support services. Participates in parent-teacher conferences and provides referrals when requested or necessary.						
Develops and implements conflict management and problem-solving strategies with children; assists children to identify and verbalize concerns and issues and helps them identify compromises and solutions to those issues.						
Assists children with hygiene procedures as necessary; follows universal health precautions; follows a written plan for dealing with blood or bodily fluid spills, and ensures that Assistant Teachers understand and follow as well.						
Maintains a safe environment for young children; inspects and reports replacement/repair needs to ensure that the physical plant is maintained in good repair; monitors outdoor play areas to ensure that children cannot gain access to unsafe or unsupervised areas.						

Communication	4	3	2	1	UA	Comments
Maintains confidentiality of child/family conversations, records, and reports.						
Communicates clearly and concisely, both orally and in writing.						
Establishes and maintains effective working relationships with those contacted in the course of work.						
Prepares, maintains, and completes, in a timely manner, clear and concise reports and documentation.						
Interpersonal communications, including skill in negotiation and conflict resolution.						

Palomar College

Educational Master Planning Consulting Services

CONTRACT PROPOSAL

February 5, 2018



INTRODUCTION AND BACKGROUND

Palomar College, under the leadership of its President, Dr. Joi Lin Blake, is in the process of updating its Educational and Facilities Master Plan. The College developed its current plan in 2009-2010, and is scheduled for development of its next comprehensive plan in 2022. However, there have been a number of changes in demographics, legislation, the economy, and the regional workforce since the current plan was developed, and a mid-cycle update is warranted to ensure the College's programs, services, and facilities address the contemporary environment in serving the region.

The Collaborative Braintrust Consulting Firm, aka Collaborative Brain Trust (CBT) has been asked to engage in a contract with the District to provide technical services to support the update of the Educational Master Plan, and to work in coordination with those updating the Facilities Master Plan. CBT would provide the technical support needed to accomplish the following two key objectives:

- Palomar College Educational Master Plan mid-cycle update
Complete a mid-cycle update to Palomar's Educational Master Plan (EMP) to ensure its currency and applicability through the second half of its life cycle until the 2022 sunset.
- EMP Update and Facilities Planning
Ensure the EMP Update includes examination of enrollment trends, growth projections, space utilization, and the unique educational programming needs for each campus location to provide a foundation and for the Facilities Master Planning effort.

PROJECT PURPOSE AND OVERVIEW

The purpose of this project is to provide technical support services to Palomar College for the mid-cycle update of its Educational and Facilities Master Plan. The project will be conducted in three phases:

- ❖ Phase One: Discovery Phase
- ❖ Phase Two: Data Portfolio Update
- ❖ Phase Three: EMP Goal Update

Discovery Phase

During this first phase of the project, the CBT team will review existing data and documents at the College, complete any needed internal and external scans of the Palomar College environment and service area, and engage both internal and external stakeholders in dialogue

about existing and future needs. The unique needs of the College's various locations will be considered during this phase. A variety of discovery processes, such as surveys, interviews, and facilitated listening sessions and forums will be employed on an as-needed basis to ensure the data is current and complete. The Discovery Phase will be limited to data needed to update the current EMP until it sunsets in 2022, at which time the College plans to conduct a more comprehensive review.

The Discovery Phase will begin with a review of current data that has been gathered by the College so as not to duplicate work. Following an analysis of existing data, the team will identify data and information needed to provide a complete and current view of the College and the region it serves. Four data sources, as depicted below, will be examined to determine additional data needs, including internal and external scanning data, and information from both internal and external stakeholders of the College.



Data Portfolio Update

In this second phase of the project, the compiled existing and new data and information from the Discovery Phase will be used to update the College's Data Portfolio. Current data, trends, and projections are critical to the Educational Master Plan Update for planning both educational services and the facilities that will be required to support these services. The quantitative and qualitative data in the Data Portfolio serve to frame an objective, collaborative dialogue about existing academic and academic support programs and services, and those on the horizon in the second half of the College's twelve year long-range Educational Master Plan, which sunsets in 2022. A synthesis of the Data Portfolio will provide a profile from which planning assumptions will be drawn to guide the Educational Master Plan Update.

EMP Goal Update

This third phase of the project will use the updated College Portfolio and planning assumptions to analyze the current Palomar College EMP goals, and their respective objectives and timelines, and to adjust these as needed for the remaining years of the EMP's life cycle. Upon completion of this phase, the College will review the recommended revisions



and updates to ensure consistency with the current Data Portfolio and planning assumptions, and to refine as needed. This final stage of the project will provide a roadmap for the College's Facilities Master Plan effort, including facilities planning at the various locations of the District, and will support the feasibility and advisability of a prospective facilities bond.

COLLABORATIVE BRAIN TRUST (CBT)

The Collaborative Brain Trust is a national firm that has been serving community colleges across the United States since 2008, providing research and analysis, organizational re-design, strategic and educational master planning, accreditation support, fiscal analysis, and human resources consulting. The firm is based in Sacramento, California, but includes experienced consultants throughout the United States.

CBT has a strong reputation in the higher education consulting industry, especially in California and the West Coast of the United States, because of its long history of work and experience in the region. The firm's consultants are all previous higher education leaders so they have first-hand experience dealing with the challenges your leaders face.

CBT is not a subsidiary of another entity or conglomerate. CBT is 100% owned by Patrick McCallum and he serves as the President of the company. Patrick is joined by Vice President James Walton. Contact information is as follows:

Patrick McCallum, President
pmccallum@cbtconsult.com
916-446-5058 Office Phone

James Walton, Vice President
james@cbtconsult.com
614-282-8529 Business Cell

The Collaborative Brain Trust (CBT) is recognized for its core values of innovation, collegiality, a commitment to student learning, and an ability to respond to the unique challenges specific to each client district. CBT's work is grounded in data collection and analysis, actualized through user-friendly implementation plans, and conducted by a team of experienced professionals uniquely assembled for each project.

CBT is known for its:

- **World-class veteran community college consultants.** CBT consultants are experienced in the on-the-ground, hands-on work of faculty and administrative leaders. CBT has the

1130 K Street, Suite 150, Sacramento, CA 95814 | 916-446-5058 | CollaborativeBrainTrust.com

ability to draw from a pool of over 70 skilled and knowledgeable professionals from throughout the United States who have worked in all areas of the community colleges.

- **Mission-driven focus.** CBT understands the essential nature of the community college mission. This mission is the primary driver of CBT's efforts on behalf of its clients. CBT is committed to the success of community college leaders in ensuring institutional effectiveness and student success.
- **Collaborative approach.** When a district hires the experience and expertise of the CBT Team, it hires the diversified insight of a consulting group consisting of proven faculty and administrative community college leaders. They in turn draw upon the strengths and additional expertise of a notable roster of CBT consultants.
- **Outstanding team leadership.** The lead consultant for this project, Dr. Nicki Harrington, is a senior consultant with CBT, and provides our clients and our consulting team with coordinated and seamless leadership to ensure effective communication and high quality results. Dr. Harrington will draw upon the expertise of other CBT consultants as needed.

CBT has provided expertise and consulting services for numerous higher education institutions, including dozens of both single and multi-college community college districts in California. CBT has also provided consulting services and led many Strategic and Educational Master Planning projects for community and technical colleges across the nation. References can be provided on request.

PROJECT CONSULTANT TEAM

For each project, CBT draws from its large pool of highly qualified, experienced professionals to assemble a team specifically focused on the unique needs of the client for which it is providing services. For this project, it was important to assign a team with the expertise to accomplish the two key objectives of the project, and for the assigned team to be experienced individuals who value and respect the community college mission and the profile of students attending Palomar College.

Team members for this project must be aware of the Western Association of Schools and Colleges' ACCJC requirements; committed to planning in an evidence-based culture; familiar with California's culture of participation in shared decision-making; experienced in facilitation skills; and be armed with experiential knowledge of educational and facilities master planning.

The team of individuals for this project must also be highly professional, with integrity, and accountable for timely progress and completion of the project within established budget

parameters and timelines, while engaging designated College faculty and administrative leadership in the process. They must also be able to work in a transparent, collaborative manner, customizing their work to the unique needs of Palomar College, approaching the project with an inclusive style, and building on the work already completed at the College to avoid duplication of effort by College faculty and staff.

With the aforementioned areas of expertise in mind, CBT has assembled a team of three experienced professionals for this project: Dr. Nicki Harrington, Dr. John Spevak, and Mr. Dan Rosenberg. This team represents extensive experience in teaching, educational administration, strategic and educational planning, and research and assessment services. In addition to the team's professional experience, each member of the team is an experienced consultant, having served on numerous and varied consulting contracts in two-year colleges both in California and beyond. They each have a proven record of accomplishment, focused on student access and success, and a demonstrated style of maintaining strong communication and collaboration with the client college throughout the project. Testimonials and references for these individuals have been outstanding. A brief summary of each consultant's biography follows.

Dr. Nicki Harrington – Senior Consultant and Project Team Leader

Dr. Harrington began her teaching career in the California Community Colleges in 1975, where she served as a tenured faculty member for over 18 years. Since that time she has held faculty and administrative positions in both two and four year colleges and universities in California, Wisconsin, and Oregon, and taught organizational change at the graduate level. She has extensive experience in organizational assessment, data-driven decision making, strategic planning, educational and facilities master planning, integrated planning models, accreditation, student learning outcomes, and economic and workforce development. She has both led and facilitated projects in these areas, and has served as a CBT consultant since 2011 for strategic and educational master planning projects in California, Wisconsin, and Texas.

Dr. Harrington has served in three community college CEO positions over the past two decades, including two Superintendent / President positions, and as the District Chancellor of a multi-college district. She led the development of Strategic Plans, and Educational and Facilities Master Plans in several community and technical colleges with multiple campus sites. Additionally, she led the expansion of a campus education center into a full college, achieving initial accreditation in 2008 as California's 110th accredited community college. Dr. Harrington has facilitated accreditation processes for districts across the nation under four different regional accrediting associations, and has done extensive work with institutional assessment, integrated planning, organizational development, enrollment management, and student learning outcomes. She led the successful passage of two multi-campus facilities' bonds in two states, focused on expansion of college services and facilities to growth areas.

Dr. Harrington has served on numerous statewide committees and task forces, including eight years on the Board of the Chief Executive Officers of California Community Colleges, where she held the positions of Vice-President and President in 2007-09. In the area of economic and workforce development, she served on the State Apprenticeship and Training Board for the state of Oregon, and nine years on California's Economic and Workforce Development Program Advisory Committee, which she chaired in 2009. She received the AAWCC Outstanding Administrator of the year award for the state of Oregon, and the Golden Apple Administrator of the year award for the Yolo County School Boards Association.

Dr. Harrington holds a Bachelor of Science degree from the University of Michigan, a Master of Science from California State University, a Masters in Education from the University of San Francisco, and a Doctorate in Educational Leadership from the University of San Diego. She is also the author of a college textbook used nationally in community and technical colleges.

Dr. John Spevak – Team Member

Dr. Spevak is a former Chief Instructional Officer with 23 years experience as an instructional administrator - seven as dean of off-campus centers, and 16 as vice president of instruction at Merced College. He also spent 14 years as a full-time English instructor and academic advisor, during which time he was an active member of the college's faculty senate. He earned his master's degree and Ph.D. in English from the University of Chicago, and has taught in the California State University, Stanislaus, doctoral program in Educational Leadership.

Since he joined CBT in 2008, Dr. Spevak has provided community college consulting services to many single and multi-college districts in California, and also in the states of Michigan, Idaho, and Maryland. His expertise has provided assistance to colleges in such areas as educational master planning, strategic planning, program evaluation, accreditation, civility, and consensus building. John considers himself a generalist and a team player who believes in bringing people together to work toward the best ideas and solutions. As a "founding faculty member" of the Los Banos Campus of Merced College, Dr. Spevak assisted that campus in becoming a state-recognized full educational center, and later assisted with the design and construction of its permanent facility. Dr. Spevak was also part of the CBT consulting team that enabled a new community college in Boise Idaho, the College of Western Idaho, to create its first strategic and educational master plans, and achieve initial accreditation.

Dr. Spevak served for many years with the California Community College Chief Instructional Officers (CCCIO) organization, first as a regional representative for several years, then as president-elect in 2000-01 and president in 2001-02. He has served on many statewide committees and task forces, including the Action Plan Group for Basic Skills and Assessment, the System Advisory Committee on Curriculum (SACC), and the Task Force on Repetition of Noncredit Courses. He has a broad working knowledge of both credit and noncredit instruction, including occupational and basic skills curricula, and is well versed in such

instructional support services as learning resources, tutorial services, learning communities, and supplemental instruction. His expertise also includes program review, educational and facilities master planning, development of student learning outcomes, and accreditation.

Mr. Dan Rosenberg – Team Member and Research Specialist

Since 2002, Dan Rosenberg has facilitated the development of more than 40 educational master plans for California community colleges. His areas of expertise include research and analysis, enrollment management, growth forecasting, space inventory, labor market analysis, demographic analysis, and space needs projections and space allocation. In the past few years Mr. Rosenberg's clients have increased their focus on enrollment management, long-range planning and appropriately sizing facilities. Mr. Rosenberg has collaborated successfully with many architectural firms on facilities master plans for colleges, providing the important linkage between the academic program and facilities' needs. He understands that facilities plans must be driven by educational needs rooted in data.

Mr. Rosenberg has also assisted community colleges in creating strategic plans to help colleges achieve their long and short-term goals. These are practical, usable plans that drive change at the institution. He has helped colleges develop annual processes and templates that can be used to assess progress and update the plan for the coming years.

Mr. Rosenberg has a deep understanding of, and experience working within, the system of shared governance in California community colleges. In his work, he uses technology and face-to-face meetings to facilitate meaningful, broad-based engagement and participation. Mr. Rosenberg has a strong technology background that helps in many aspects of his consulting work. He has implemented creative web-based solutions for surveys, collaboration and information sharing on his master planning projects.

Mr. Rosenberg holds a Bachelor of Science Degree in Economics from the Wharton School. He has worked as a consultant on master-planning projects in California and Montana, and has experience in both single and multi-college districts.

APPROACH

No two CBT projects are alike, and each CBT project team ensures that the project is designed and tailored to the specific needs of the client college. This is a critical step in the project to avoid college staff repeating work unnecessarily, and to ensure that the project timeline and activities produce the desired results. Team Leader Nicki Harrington engaged in pre-project conferencing and planning with both Palomar College President, Dr. Joi Lin Blake, and Senior Director of Institutional Planning and Research, Dr. Michelle Barton, to ascertain project scope

and expectations and to examine proposed project activities and timelines that would best serve the College.

The consultant team in each CBT project takes into account the client college's culture, academic calendar, competing projects, and other constraints when planning the project timeline and activities. The College's overall desired planning efforts were taken into consideration in preparing this proposal. The CBT team will build into the project those aspects that will support both the Educational Master Plan Update, and the Facilities Master Planning effort. The College desires to limit the scope of this project to the two key objectives identified. With that in mind, the projects' activities will be designed to support this approach.

CBT believes that meaningful, broad-based collaboration is essential to the success of any planning effort. The project's work plan has been designed to provide for the engagement of stakeholder groups. The CBT team will work with both administration and a College-designated work group, aka the Palomar "EMP Task Force", to ensure an inclusive design and to maximize communication.

Throughout the project, results from each phase will be provided to the College to allow the EMP Task Force and other stakeholders the opportunity to review and offer feedback throughout the process. CBT's goal is that faculty, students, staff, and others have multiple opportunities to offer input and feedback as the project progresses. When the final drafts are released, engaged stakeholders will have already seen much of the plan.

DISTRICT-PROVIDED SERVICES AND INFORMATION

Consistent with CBT tenets and approach, the Consultant Team will work collaboratively with College staff in accomplishing the project's two key objectives. This will require the following services and information from the College:

- Appointment of a District Lead/Liaison to work directly with the CBT Team Leader to ensure the project progresses smoothly, and to maintain strong communication and collaboration throughout the project. The President has appointed Dr. Michelle Barton to this role.
- Identification of a lead Researcher to work with the CBT team on the access and interpretation of College data.
- Identification of a support staff person to assist with project logistics (meeting invites, room reservations, facilitation support, note-taking, etc.).
- Appointment of a representative EMP Task Force with whom the CBT team will collaborate to conduct its work. This task force will serve as the EMP working group and will ensure communication and engagement of the campus community throughout the project. It is recommended that the task force have representatives from faculty,

administration, and support staff. A student representative is also encouraged. In lieu of a student representative, a task force member can be designated as the liaison to campus student group(s). Task force members should represent instruction, student services, and administrative services. It is recommended that the total membership number no more than sixteen (16).

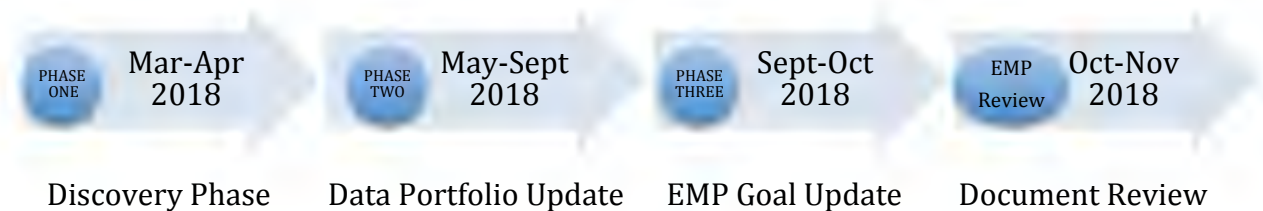
- Establishment of a Palomar EMP web page for transparent communication to stakeholders of EMP progress and for posting the Data Portfolio and EMP documents; identification of the College representative with whom the CBT Team will work to maintain current information on the site.
- Access to, or provision of data items in a timely manner to support the work of the project. A list of data items will be presented at the start of the project. Key information will include data on student enrollments, employee demographics, program reviews, service reviews, survey data, accreditation reports and correspondence, environmental scans, economic and workforce data, and minutes from key College groups such as the Academic Senate, College Planning Council, and other committees. Access to the College portal / intranet, and the state data mart usually expedites the project and reduces staff workload.
- Identification of the baseline semester and year to be used for trend analysis.
- Definition of the College's service area and regional labor market to be used for the Data Profile update.
- An electronic database listing of Program Advisory Committees and their members, with email contacts.
- Support for the distribution, compilation, and analysis of surveys to internal and external groups (e.g. via Survey Monkey), as needed by the project.
- Results from any surveys conducted over the past two years (CCSSE, CCFSSE, SENSE, ACT, staff surveys, etc.).

TIME FRAME AND PROJECT PHASES

The timeframe for the project will be approximately eight months. The time frame is contingent upon the availability and engagement of College staff, EMP Task Force, Academic Senate, and College Planning Council to develop materials collaboratively and reach consensus on final documents. The CBT team will begin its work upon contract approval. Approximately four site visits will be conducted March through October in alignment with the Palomar Academic Calendar. The project will be completed by November 2018, or an alternative date mutually agreed to by both parties.

Project Phases

The project as described above will progress through three phases: Discovery Phase; Data Portfolio Update; and EMP Goal Update. Document Review will follow.



Site Visits

Three to four site visits will be conducted during the project, with dates to be determined, but approximately as follows:

- Site Visit #1 – March 2018
- Site Visit #2 – April 2018
- Site Visit #3 – September 2018
- Site Visit #4 – October 2018

KEY ACTIVITIES

Project activities have been designed to include engagement of faculty and staff within the designated timeframe. At the first site visit, the following activities will be included:

- Assess and discuss project needs in more depth with college leadership
- Refine approach to the project, further customizing to the college's needs
- Clarify roles; confirm liaisons, services, and information needed
- Review the timeline; confirm site visit schedule and deliverables
- Identify all faculty, staff, and community stakeholders with whom the CBT team must meet and determine effective approaches for discovery input (focus groups, interviews, forums, surveys, etc.).
- Conduct interviews and listening/dialogue sessions with senior staff, faculty leadership, and designated college groups/others to provide project overview, and to focus and inform the Discovery Phase
- Conduct first meeting of the EMP Task Force

CBT prides itself on its transparent, participatory process during projects. The CBT Team will meet with the College Liaison, EMP Task Force, senior staff, and other College-designated groups/individuals as desired by the College regularly throughout the project. Additionally, progress updates and documents will be provided for posting to the internal web site as the project progresses. Communication of findings with the Facilities team can also be built into the site visit schedules if so designated by the College.

Discovery Phase

The Discovery Phase is designed to gather as much information as possible about the internal and external environment of the College, but limited to the project's scope of an EMP Update vs. comprehensive new EMP. To that end, the CBT Team will focus on four data sources:

- Internal environmental scan - reviewing existing data and documents on such aspects as student demographics, enrollments, staff, programs, services, facilities, etc.
- External environmental scan – community and workforce data; service area population and employment data, trends, and projections
- Internal stakeholder input – interviews, listening/dialogue sessions, campus forums, student/staff surveys
- External stakeholder input – interviews, listening/dialogue sessions, forums, surveys

A variety of facilitation techniques are employed in this phase, such as “listening sessions” to support the free flow of ideas and encourage critical and creative thinking; and “visioning dialogue sessions” for provocative, future-oriented, and innovative thought and discussion. Examples from other colleges, and national trends can be infused into these engagement strategies, and the current EMP, which does not sunset until 2022 will be used as a foundation.

Data Portfolio Update

Information gathered during the Discovery Phase will be compiled, shared with the EMP Task Force, and used to update the College Data Portfolio, which can then be posted to the internal web site. Existing and new Data Portfolio content will be synthesized to refine the EMP's planning assumptions moving forward through the next several years until it sunsets.

EMP Goal Update

Following the Data Portfolio Update, the CBT Team will facilitate a session with the EMP Task Force to update the EMP Goals, objectives, and timelines for next several years. The draft EMP Update can then be provided to the campus community for review and refinement. This sets the stage for educational planning for the last half of the EMP's life cycle, and also provides a roadmap for the Facilities Master Planning effort.

DELIVERABLES

Draft documents will be provided for review throughout the project. Project deliverables are listed below.

- ❖ Educational Master Plan Update, including:
 - Planning assumptions
 - EMP Goal Update
 - Implications for facilities planning
- ❖ Final Report
 - Project summary
 - Recommendations

FEES AND EXPENSES

Professional Fees

CBT's professional fee rate for this project is \$1600.00/day.

Professional fees are charged for all work conducted by the Consultant team, and include such activities as the following:

- Research and data review
- Document review
- Phone conferencing
- CBT team meetings, agenda planning, and preparation for site visits
- Conducting project activities as outlined
- Site visits – approximately three to four (e.g. document and data review, focus groups, interviews, meetings, facilitated sessions, etc.)
- Project oversight, preparation of deliverables, and final report

Overview of Professional Fees

Phase One (18 days) = \$28,800

Phase Two (9 days) = \$14,400

Phase Three (9 days) = \$14,400

Document prep; report (3 days) = \$4,800

Program Lead / Coordination (3 days) = \$4,800

Total: 42 Days = \$67,200

Note: Additional site visits, focus sessions, presentations, or other activities can be added as an addendum to the project via mutual agreement between CBT and Palomar College for an additional fee.

Expenses

Travel and incidental expenses associated with the project are consistent with market fluctuations. Every attempt is made to keep expenses at a minimum by working with the client college to make travel arrangements in advance and to procure low rates. Travel expenses include airfare and other transportation (shuttle, car rental, parking, etc.); hotel accommodations; meals; and other usual travel expenses. Mileage reimbursement is charged at the federal rate, currently \$0.545/mile. Total expenses for the project are anticipated at approximately \$1000 per consultant per site visit. Expenses are calculated for four site visits for three consultants.

Cost Summary

Professional Fees	\$67,200
Expenses	\$12,000
Total	\$79,200

CBT will invoice Palomar Community College District monthly for work completed and expenses incurred. Invoices are to be paid within 30 days of receipt. Because the project runs March to November, this may help the District in that costs can be split between the two fiscal years, with about half in each year.

SIGNATURES



02/05/18

James Walton, Vice President
Collaborative Brain Trust

Dr. Joi Lin Blake, President
Palomar College

PALOMAR COLLEGE
Facilities Department

Palomar South Education Center

SUBJECT: Governing Board Approval: February 2018 Change Order
 DSA Application Number: 04-113069
 DSA File No: 37-C1

PROJECT DESCRIPTION:

This project is the new South Education Center site. The project includes the renovation of the existing 4 story Office Building into a new education center site complete with structural upgrades, all new interiors and mechanical, Electrical and Plumbing systems and equipment. The project also includes structural upgrades to the existing 3 story parking structure as well as landscape and site improvements. The project was awarded by the Governing Board on September 13, 2016.

DESCRIPTION OF CHANGE:

Swinerton Builders:

This Change Order accounts for unforeseen conditions including the removal of rock and modifications to the structural upgrades to the parking structure and changes to the trash enclosure and additional cooling required due the addition of emergency back-up power.

Parking structure structural modifications	\$ 283,055
Trash enclosure changes	\$ 161,730
Unforeseen rock	\$ 95,487
HVAC due to added UPS	\$ 114,348
Total Change Order #05	\$ 654,620

<u>Swinerton Builders</u>	
Original Contract Value:	\$43,487,149
Adjusted GMP Amount	\$1,351,769
Change Orders to Date:	\$1,264,920
Proposed Change Orders:	\$654,620
Revised Contract Amount:	\$46,758,458

FINANCIAL IMPLICATIONS:

The South Education Center project is being funded through Proposition M.

The above changes are included in Project Change order #05 and represent a total increase to the overall project in the amount of **\$654,620**.

RECOMMENDATION:

It is recommended that the Governing Board approve the SEC Owner Change Order #05 for \$654,620 and 0 calendar days.

PALOMAR COLLEGE
Facilities Department

Timber Frame & Conex Box Relocation

SUBJECT: Governing Board Approval: February 2018 Change Order
 DSA Application Number: N/A
 DSA File No: N/A

PROJECT DESCRIPTION:

This project is the relocation of the 2 existing timber frame buildings and Conex boxes located behind the T Building on the San Marcos campus. The project includes the relocation of the 2 timber frame structures up to the upper Facilities parking lot in order to make room for 3 new storage buildings that are to be located behind the T Building. The Conex boxes were relocated to the upper Facilities lot and around the T Building. The project was awarded by the Governing Board on November 14, 2017.

DESCRIPTION OF CHANGE:

Pacific Commercial Construction:

This Change Order accounts the credit due back to Palomar College for the amount of unutilized Allowance funds as stipulated in the contract. The project is complete.

Unused Allowance	(\$875)
Total Change Order #01	(\$875)

Pacific Commercial Construction	
Original Contract Value:	\$298,327
Change Orders to Date:	\$0
Proposed Change Orders:	(\$875)
Revised Contract Amount:	\$297,452

FINANCIAL IMPLICATIONS:

The relocation of the existing timber frame structures & Conex box project is being funded through Proposition M.

The above changes are included in Project Change order #01 and represent a total decrease to the overall project in the amount of **(\$875)**.

RECOMMENDATION:

It is recommended that the Governing Board approve the Timber Frame & Conex Box Relocation project Owner Change Order #01 for **(\$875)** and 0 calendar days.

	Progress/Related Activities
<p><u>Board Goal #1</u></p> <p>Maintain an exceptional learning environment for students by ensuring that appropriate plans and policies are in place to sustain and improve the College's institutional effectiveness.</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> Goal 1: Implement instructional strategies that strengthen and connect teaching and learning across the college. Goal 5: Ensure the fiscal stability of the college and increase enrollments. 	<ol style="list-style-type: none"> Review and approve (per regulation) the College's Student Equity/3SP/Basic Skills plan. Receive annual update on program implementation. (<i>Standards 1.B.1; 1.B.6</i>) <ul style="list-style-type: none"> <i>July 2017 VP Gonzales reported to the Board on the status of the new Integrated Planning Report which combines the three plans.</i> <i>November 2017 VP Gonzales reported that the Integrated Plan would be presented to the Board in January 2018.</i> <i>January 2018 The Board reviewed and approved the 2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program as specified in Education Code and title 5 regulations.</i> Receive regular reports on the development and implementation of the goals listed in the College's Innovation and Effectiveness Action Plan (IEPI Plan). <ul style="list-style-type: none"> <i>July 2017 The Board Update Newsletter (BUN) alerted Trustees that timelines and project tasks are in development to ensure that activities specified in the IEPI plan are completed within the one-year timeframe.</i> <i>Board has received regular updates on each of the items in the plan as summarized below.</i> <ol style="list-style-type: none"> Developing and implementing a Strategic Enrollment Management (SEM) Plan that ties scheduling and planning to budget. <ul style="list-style-type: none"> <i>July – present BUNs provide updates on the status of the SEM Plan.</i> <i>Oct. 2017 President Blake reported at the Board meeting on the SEM workshops that were held on campus. Oct. BUN provided a detailed overview of the SEM Advisory Committee workshop of Sept. 30.</i> <i>Jan. 2018 The Board received an update on the SEM Plan at the annual Board Retreat.</i>

- | | |
|--|---|
| | <p>b. Implementing a business process analysis of HR procedures and practices.</p> <ul style="list-style-type: none"> • <i>Feb. 2018 BUN provided a status update of the analysis. Constituent group leaders, Executive Cabinet, HRS Department personnel and various administrators will meet April 3-5 with the STRATA group to review existing processes and develop new business practices.</i> <p>c. Further develop communication strategies within the governance structure. (Standards 1.B.9; III.A.1; III.A.5; III.D.1-3; IV.A.1-7)</p> <ul style="list-style-type: none"> • <i>July 2017 The Board participated in a discussion on improving communications between and among Board members and the Superintendent/President at the 2017 Annual Board Retreat.</i> • <i>Jan. 2018 The Board received a report on the Communication Plan as part of the Financial Recovery Update.</i> • <i>Jan. 2018 BUN highlighted Budget Forums being held to ensure there is open and transparent communication.</i> <p>3. Ensure the college opens the South and North Education Centers by Summer 2018. (Standards III.B.1-4)</p> <ul style="list-style-type: none"> • <i>July 2017 Board Retreat – Trustees received an update on facilities and staffing matters for the centers.</i> • <i>October 2017 North Center ground breaking ceremony. (South Center held in March 2017)</i> • <i>January 2018 Board Retreat – VP Perez provided an update on the construction of the North and South sites. Director Barton reviewed the Substantive Change Report with the Board.</i> • <i>July 2018 – Present the BUN provides regular status updates related to developments on the new “Education Centers” facilities and staffing updates as well as the status of the Substantive Change Report on the South Education Site.</i> • <i>February 2018 - ACCJC approved Palomar's Substantive Change Proposal.</i> |
|--|---|

- | | |
|--|--|
| | <p>4. Engage in a study session regarding the College's efforts to identify new areas of development and growth, including college and regional initiatives related to Career Technical Education such as the Strong Workforce Program / "Doing What Matters", including noncredit, community education, contract education, and adult education. (<i>Standard IV.B.5</i>)</p> <ul style="list-style-type: none"> • <i>July 2017 The District received a 2-year Adult Education Block Grant as part of its involvement in the regional Education to Career Network (ETCN) consortia.</i> • <i>September 2017 VP Kahn presented on Career Technical Education.</i> • <i>August 2017 - The District received a Board of Governor's grant to support the California Apprenticeship Initiative (CAI) Pre-Apprenticeship program.</i> • <i>A report is scheduled for April 2018 for Industry Partnerships.</i> <p>5. Ensure the College regularly updates and revises its policies and procedures. (<i>Standards 1.B.5; IV.B.5</i>)</p> <ul style="list-style-type: none"> • <i>The District's established participatory governance processes continue to support the regular review and revision of Board Policies (BPs) and Administrative Procedures (AP's). The Policy and Procedure Committee's review cycle was revised December 2017.</i> • <i>The Board reviewed and approved portions of Chapter 5 – Student Services BP's: July and November 2017. Strategic Planning Council approved Chapter 5 – Student Services APs: October 2017. Chapter 1 – The District and 2 – Governing Board reviewed/revised and Board approved December 2017 and January 2018.</i> • <i>The District hired a consultant to assist with the revision of Chapters 7 – Human Resources and 4 Instruction. Over 40% of all Chapter 7 AP's were reviewed and approved – February 2018. The remainder of Chapter 7 and the bulk of Chapter 4 are in the review process.</i> |
|--|--|

	<p>6. Ensure the College remains fiscally viable and meets fiscal standards through budget development and planning. (<i>Standard III.D.1-3; III.B.4; III.B.9-115</i>)</p> <ul style="list-style-type: none">• <i>BUNs have provided information on: Budget Report Training, monthly budget reporting requirements for fiscal planning, Financial Recovery Plan development, and campus budget reduction forums.</i>• <i>January Board retreat. Board discussed own travel budget and received an update on the current FY 2017-18 budget.</i>
--	---

	Progress/Related Activities
<p><u>Board Goal #2</u></p> <p>Ensure that the College strengthens, promotes, and supports the college's diverse workforce through strategies focused on recruitment, hiring, and retention.</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> Goal 4: Strengthen, promote, and support the college's diverse workforce through strategies focused on recruitment, hiring, and retention. 	<ol style="list-style-type: none"> Expect regular reports including strategies, data, and analysis, on the college's progress related to recruiting and hiring a diverse faculty, staff, and administration. <i>(Standard III.A.12)</i> <ul style="list-style-type: none"> <i>November 2017: Dr. Blake reported that a leadership team attended a faculty diversity in hiring workshop offered through USC's Center for Urban Education.</i> <i>January Board Retreat – Trustees participated in Diversity Training with Sharon Ormond and Meredith Brown and received a detailed breakdown of EEO demographic data.</i> <i>Diversity workshops in hiring are scheduled with Dr. Cris Cullinan for Spring 2018.</i> <i>BUNs have provided updates on EEO Advisory Committee work and Center for Urban Education (CUE) training.</i> Expect a report on the implementation of the college's comprehensive professional development program for all faculty and staff which includes as one component strategies designed to strengthen the cultural fluency of the college community. <i>(Standard III.A.14)</i> <ul style="list-style-type: none"> <i>January Board Retreat – the Board received an overview of the current Professional Development learning opportunities being offered on campus.</i> <i>The Board is scheduled to receive a report on the comprehensive Professional Development Program on 2/27/18.</i> Ensure the college develops a new staffing plan addressing the appropriate number of classified and administrators with proper preparation and experience, needed to support the institution's missions and purpose. <i>(Standards III.A.1; III.A.3; III.A.9)</i> <ul style="list-style-type: none"> <i>January Board Retreat – Trustees received an update from Dr. Norman on the Staffing Plan.</i>

	Progress/Related Activities
<p><u>Board Goal #3</u></p> <p>Ensure the college implements programs and services that improve student access, progress, learning, and achievement of our diverse student population.</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> Goal 2: Strengthen efforts to improve outreach, persistence, and student success. 	<ol style="list-style-type: none"> 1. Monitor college performance on the state's accountability scorecard and other measures of institutional effectiveness and student success. <i>(Standards I.B. 1-2; I.B.6; I.B.8; IV.B.8)</i> <ul style="list-style-type: none"> <i>A Board workshop is tentatively scheduled for April 2018 as part of the annual Institutional Effectiveness Review & Student Success Scorecard.</i> 2. Expect a progress report on how the College works with its educational partners to facilitate access to and transition from Palomar. <i>(Standard IV.B.5)</i> <ul style="list-style-type: none"> <i>Fall 2017 Bonsall, Fallbrook, Valley Center-Pauma, Vista and Julian CCAP agreements implemented.</i> <i>BUN's provided information on partnerships with: Carlsbad biotech firms and the Fire Academy; dual enrollment; Palomar Promise programs; Harrah's and Pala Casino Outreach, and the Bonsall Middle College. Campus tours and programs about Palomar provided to Poway and Vista Unified Administrative Teams; Fallbrook Community Tour held to promote the North Center; Vista Jail partnership for incarcerated veterans discussed; expansion of the FIRE 98 courses partnership with local fire agencies overview provided; "Lunch with Palomar!" initiative with San Marcos Unified School District shared.</i> <i>January Board Retreat: The Board received a detailed report on efforts the college is undertaking to increase access, improve retention & outreach, and ensure completion of student educational goals.</i>

3. Expect regular reports regarding the College's efforts to engage with the community and promote (market) its programs, services, and successes. (Standard IV.B.5)

The Superintendent/President, Vice Presidents, and Foundation Director keep the Board apprised of efforts via regular reports at Board meetings and via the BUN (including but not limited to):

- *Cox Communication funding and partnerships*
- *Tri-City funding partnership*
- *San Diego Children's Museum free memberships and discounts through the ECE Lab School Escondido*
- *San Diego Food Bank*
- *Mostra Coffee*
- *Local Chamber events*
- *CW Driver*
- *Palomar Drone-Con*
- *Palomar hosted San Diego North Economic Development Council's Public Policy Committee*
- *Big Picture Schools*

	Progress/Related Activities
<p><u>Board Goal #4</u></p> <p>Actively participate in legislative advocacy for community college issues. (<i>Standard IV.B.4</i>)</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> No related goal in this area. 	<ol style="list-style-type: none"> Actively participate in legislative conferences. <ul style="list-style-type: none"> <i>January 2018 Trustees attended the CCLC Legislative Conference.</i> <i>February 2018 Trustees attended the national ACCT Legislative Summit.</i> Actively participate on community college advocacy groups. <p><i>The District maintains memberships in, and Trustee engage with:</i></p> <ul style="list-style-type: none"> <i>California Community College League (CCLC)</i> <i>National Association of Latino Elected and Appointed Officials (NALEO)</i> <i>Hispanic Association of Colleges and Universities (HACU)</i> Track, monitor, and respond to legislation related to community colleges. <ul style="list-style-type: none"> <i>The Board is provided legislative updates via the BUN and communications from CCLC.</i> <i>The Board passed a Resolution (Travel Ban) in response to Federal legislation and in support of the LGBTQ community.</i> <i>The Board passed a Resolution in response to Federal legislation and in support of Deferred Action for Childhood Arrivals program (DACA.)</i>

	Progress/Related Activities
<p><u>Board Goal #5</u></p> <p>Advance the college by strengthening business and community partnerships. (Standard IV.B.4)</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> Goal 3: Strengthen the college's message to our community. 	<p>1. Expand participation in local and county events and organizations throughout San Diego to ensure that the community is aware of the diversity and quality of Palomar's educational programs and services.</p> <ul style="list-style-type: none"> <i>Trustees involved in Foundation and President's Association</i> <i>Governing Board President serves as SDICCCA Alliance President</i> <i>Trustees represented and promoted the college at off-site events including but not limited to:</i> <ul style="list-style-type: none"> <i>CSUSM Report to the Community</i> <i>San Marcos State of the City Address (future)</i> <i>Escondido State of the City Address (future)</i> <i>Martin Luther King parade</i> <i>North County NAACP breakfast</i> <i>All People's Celebration</i> <i>SDICCCA Trustees dinner</i> <i>Palomar College Foundation events</i> <i>North County Economic Development Council</i> <i>Rancho Bernardo holiday celebration</i> <i>Mostra Coffee Anniversary event</i> <i>Community Leaders Breakfast</i> <i>North County African-American Women's Association events</i> <i>Trustees attended numerous District events including:</i> <ul style="list-style-type: none"> <i>Community Interfaith Breakfast</i> <i>Campus Plenary events</i> <i>District groundbreaking events and Grand Openings</i> <i>Various graduation events including: Paramedics, Nurses, Emergency Medical Education, Police Academy</i> <i>Veteran's Day Ceremony</i> <i>Tarde de Familia</i>

	<ul style="list-style-type: none"> <i>Dec. 2017 Palomar works with local emergency agencies and designates the San Marcos campus an evacuation center for those impacted by the wildfires. People and pets were able to shelter in safety with the assistance numerous Palomar staff, the Red Cross and, the San Diego Humane Society. It was a proud moment for our College and emblematic of the Campus Community Theme of "Better Together."</i> <p>2. Engage in a study session on how the College connects with and relates to the business and industry partners located in the District.</p> <ul style="list-style-type: none"> <i>January 2018 The Board received an update on partnership with local business and industry and efforts</i> <i>BUNS have provided additional reports on various partnerships.</i>
--	--

	Progress/Related Activities
<p><u>Board Goal #6</u> Engage in Professional Development Activities to strengthen the Board's effectiveness as a policy making board . (Standard IV.B.9)</p> <p><u>Related College Strategic Goal</u></p> <ul style="list-style-type: none"> Goal 4: Strengthen, promote, and support the college's diverse workforce through strategies focused on recruitment, hiring, and retention. (This goal includes an objective regarding professional development.) 	<ol style="list-style-type: none"> Engage in an annual board retreat. <ul style="list-style-type: none"> <i>July 2017 and January 2018 the Board participated in two retreats during this reporting period.</i> Attend trustee workshops offered through ACCT, CCLC and other professional organizations as appropriate. <ul style="list-style-type: none"> <i>Trustees have attended and participated in workshops at the following conferences during this reporting period including:</i> <ul style="list-style-type: none"> <i>NALEO Institute</i> <i>ACCT Leadership Congress</i> <i>HACU Annual Conference</i> <i>CCLC Annual Convention</i> <i>CCLC Legislative Conference</i> <i>ACCT Legislative Summit</i> <i>Trustees Hensch and Deerfield are participating in the CCLC Excellence in Trusteeship program.</i>