



Agreement Between

Palomar Faculty

Federation, CFT/AFT

and

Palomar Community

College District

Fiscal Year 2019-2022

Ratified by Governing Board: January 14, 2020

Table of Contents

ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT	2
ARTICLE 3 - ACADEMIC FREEDOM	3
ARTICLE 4 - WORKLOAD & CALENDAR	4
ARTICLE 5 - NON-DISCRIMINATION	14
ARTICLE 6 - UNION RIGHTS	15
ARTICLE 7 - DISTRICT RIGHTS	18
ARTICLE 8 - COURSE MAXIMUMS	19
ARTICLE 9 - LEAVES	21
ARTICLE 10 - PROFESSIONAL DEVELOPMENT	50
ARTICLE 11 - PERSONNEL FILES	54
ARTICLE 12 - DEPARTMENT CHAIRS/DIRECTORS	57
ARTICLE 13 - SAFETY	67
ARTICLE 14 - GRIEVANCE PROCEDURE	69
ARTICLE 15 - COMPENSATION	76
ARTICLE 16 - BENEFITS	89
ARTICLE 17 - EVALUATION PROCEDURE	95
ARTICLE 18 - REDUCTION IN FORCE	111
ARTICLE 19 - PRE-RETIREMENT PROGRAM	113
ARTICLE 20 - WORKING CONDITIONS	115
ARTICLE 21 - SAVINGS	128
ARTICLE 22 - MISCELLANEOUS PROVISIONS	129
ARTICLE 23 - NO CONCERTED REFUSALS TO WORK	130
ARTICLE 24 - PROFESSIONAL RESPONSIBILITIES	131
ARTICLE 25 - INTELLECTUAL PROPERTY	132
ARTICLE 26 - BROADCAST AND RECORDING INSTRUCTION	140
APPENDIX A - BARGAINING UNIT DESCRIPTION	141
APPENDIX B - WORKLOAD SCHEDULE	143
APPENDIX D - DOMESTIC PARTNERSHIP POLICY	147
APPENDIX E - GRIEVANCE & APPEAL FORM	150
APPENDIX F - EXTRA DUTY STIPEND/REASSIGNMENT SALARY SCHEDULE	152
APPENDIX G - SALARY SCHEDULES	156
APPENDIX H – FACULTY COACHING REASSIGNED TIME & STIPENDS	162
APPENDIX J - RETIREE BENEFITS SCHEDULE	165
APPENDIX L - EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS	168

Note: Appendix C, I, and K not used.

District/PFF Agreement Signature Page

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May 20, 2020

Nancy Ann Hensch
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Date


Jack Kahn (May 20, 2020 18:16 PDT)

May 20, 2020

Dr. Jack Kahn, Ph.D.
Acting Superintendent/President
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Date



May 20, 2020

Linda Beam
Assistant Superintendent/Vice President, Human Resource Services
Palomar Community College District

Date



May 20, 2020

Lisa Norman, Ed.D., J.D.
Chief Negotiator for Palomar Community College District

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Teresa Laughlin
Teresa Laughlin (May 13, 2020)

May 13, 2020

Teresa Laughlin
Co-President, Palomar Faculty Federation
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Date


Barbara Baer (May 13, 2020)

May 13, 2020

Barbara Baer
Co-President, Palomar Faculty Federation
Part-Time Faculty, Economics, History, and Political Science

Date



May 11, 2020

Jennifer Fererro
Chief Negotiator, Palomar Faculty Federation
Associate Professor, Child Development

Date

ARTICLE 1 – AGREEMENT

- 1.1 The Articles and provisions herein constitute a bilateral and binding Agreement between the Governing Board of the Palomar Community College District (hereinafter “District”) and the Palomar Faculty Federation, CFT/AFT, AFL-CIO (hereinafter “Union” or “Federation”).
- 1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act (hereinafter “EERA”) at Government Code §3540 *et seq.*
- 1.3 This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022. This Agreement is a 3 year term. It is agreed that no more than two (2) articles per year of each closed contract year can be reopened by each party except by mutual agreement, not including compensation and benefits, which shall reopen each year. If there is a change in state or federal law after the ratification of this Agreement, which results in a direct and irreconcilable conflict with any specific term of this Agreement, at the request of either party, the District and the Federation shall negotiate over the affected specific term.

ARTICLE 2 - RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

- 2.1 The District recognizes the Palomar Faculty Federation, CFT/AFT, as the exclusive representative of the faculty bargaining unit effective January 2, 2001.
- 2.2 The description of the bargaining unit is contained in Appendix A attached to this Agreement, and incorporated herein, which is a copy of the PERB's Certification of Representative in Case No. LA-RR-1060.
- 2.3 Bargaining unit members on an authorized leave of absence remain members of the bargaining unit during such leave of absence.
- 2.4 The District and the Federation agree to attempt to resolve any proposed changes to the description of the bargaining unit before requesting the PERB to intervene in such issues.

ARTICLE 3 - ACADEMIC FREEDOM

- 3.1 The District and the Federation agree that faculty members have a right to express their professional opinions in learning environments with students. Faculty members shall make every effort to offer differing points of view on controversial subjects that may be reviewed or discussed in learning environments with students. Faculty members shall promote an atmosphere in learning environments with students that is conducive to free and open inquiry.
- 3.2 Faculty members retain their freedom of expression under both the federal and state constitutions. Faculty members shall have the following rights and responsibilities:
 - 3.2.1. To use the normal channels of campus communication free of prior censorship;
 - 3.2.2. To accept responsibility for the substance and manner of their campus communications;
 - 3.2.3. To speak or write publicly, free of prior censorship or subsequent discipline by the College or District, as a citizen on matters of public concern;
 - 3.2.4. To make reasonable efforts to be accurate in public statements about college and District matters, and to indicate that they write or speak as public citizens and not as spokespersons of the institution; and
 - 3.2.5. To associate with those individuals or groups of one's choice without prior restraint or subsequent discipline, unless such association is forbidden by law.
- 3.3 Faculty members shall not engage in any political activity in learning environments with students that is proscribed by §7050-7055 of the Education Code.

ARTICLE 4 - WORKLOAD & CALENDAR

4.1 General Information

- 4.1.1 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 set forth in section 22138.5(c)(5), 525 instructional hours.

For CalSTRS calculations purposes, the work year for full-time instructional faculty members shall be in accordance with the table below.

10-month faculty	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Instructional Days (Fall/Spring)	155	8	1240
Total	162		1282

11-month instructional faculty	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Instructional Days (July 1- June 30)	174	8	1392
Total	181		1434

11-month counselors	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Contract Days (July 1- June 30)	181	8	1448
Total	188		1490

- 4.1.2 All Counseling Department counselors, DRC counselors, and EOPS counselors receive their annual salary in twelve (12) equal monthly payments.
- 4.1.3 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.

- 4.1.3.1 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.
 - 4.1.3.2 Professional Development (“PD”) hour obligation for each full-time faculty member is 42 hours (7 days) to be completed during the academic year.
 - 4.1.3.3 The week of Thanksgiving will be a Non-instructional week (no classes are scheduled to meet).
 - 4.1.3.4 Spring break will be the ninth week of the spring semester.
 - 4.1.3.5 Non-instructional days are contract days for full time faculty. They are primarily reserved for staff development, preparation, planning, or other professional activity when students are not present. Any District meetings that occur on these days shall be optional except for assigned Chair duties as outlined in Article 12.
 - 4.1.3.6 Commencing with the 2019-2020 fiscal year calendar, the District and PFF will move to an extended two-year plus planning cycle. The 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.
- 4.1.4 ECELS teachers are required to perform assigned duties for forty (40) hours per week at the assigned work site. See Appendix L.

A tenured or a probationary 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.

- 4.1.5 Unless otherwise specified in the article, full-time faculty who provide instruction shall have the following Standard Workload that follows a traditional 18-week semester (i.e., Fall and Spring):

15 hours	Catalog Hours (instructional lecture/lab)
15 hours	Unscheduled preparation
5 hours	Office hours
5 hours	Institutional responsibilities
<hr/>	
40 hours	Total

While Palomar follows a 16-week academic semester, the traditional 18-week semester is used for calculation purposes in keeping with a standard 40-hour work week:

540 hours of prep and class time + 160 hours institutional responsibilities and office hours (5 hours institutional responsibilities + 5 hours office hours x 16 weeks) = 700 hours per semester

$700/16 \text{ weeks} = 43.75 \text{ hours/week}$

$700/18 \text{ weeks} = 38.9 \text{ hours/week}$

Title 5, Section 58120, as modified in 1996, permits districts to count any day that includes at least three hours of courses of instruction, including Saturday and Sunday, towards the 175-Day Rule per, Title 5, Section 55701.

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. Office hours shall be posted and used to meet with students and others in the scope and course of employment. Institutional responsibilities may be comprised of participation on established committees and performance of any assigned activities.

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 Standard Workload 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.

The District is obligated to provide a standard load during fall and spring semesters to full-time contract faculty. If a faculty member is unable to complete their contract load during the fall and spring semesters due to a lack of available sections, the District must provide an alternative assignment. In rare cases, faculty have the option to enter into a "Non-Standard Annual Load Agreement" to provide for a combination of assignments in any term or intersession (fall, winter, spring or summer) with approval of the Department Chair, Dean, and Vice President in order to meet their contract load. A non-standard annual load assignment must be completed during one fiscal year, from July 1 through June 30 of the following year. Faculty with non-standard annual load assignments are subject to all the related duties as indicated in this article. A failure to complete the "Non-Standard Load Agreement" may result in a loss of compensation if the agreement was entered into optionally by the faculty member when a standard assignment had been offered by the District.

When a course is taught by two or more faculty members, in no instance will the combined load assigned be more than the units assigned to the course.

Rehearsals, planning, or any similar activities beyond scheduled instructional times or unscheduled preparation shall not be added to the load. If there is an additional workload associated with a course, this additional workload will be negotiated and may be compensated via a stipend or release time.

"Unscheduled preparation" includes preparation for classes and participation in activities such as evaluations, curriculum, and student learning outcomes. The timing of this preparation may be done during non-instructional periods such as winter intersession and must be completed by applicable deadlines.

- 4.1.6 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.

- 4.1.7 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.
- 4.1.8 The District may release or reassign a full-time faculty member from part or all of an assignment to perform other assigned duties as outlined in Article 6, Article 12, and Appendix F. All reassigned time referred to in this Agreement as a fractional portion of an FTE shall be granted as follows:
- 1) Full-time faculty who are using reassigned time will have each of the four categories of Standard Workload as described in Article 4.1.5 reduced at a proportional rate to their reassigned time.
 - 2) Reassigned time shall be scheduled so the faculty member reassigned is available to perform the duties of the reassignment without conflict with other assignments.
 - 3) If taken as a stipend, reassigned time outlined in Appendix F will be compensated using academic overload for each .20 FTE: Non-Instructional Assignment Salary Schedule at Grade C, Step twenty (20), times fifty-four (54) hours per semester and shall count towards load for both Full-Time and Part-Time faculty. This does not apply to stipends in Appendix F that are separate from reassigned time.
- 4.1.9 Special Assignments: Special Assignments must be agreed to in advance by the faculty member, Department Chair, Dean, and Vice President. Special Assignments shall be compensated hourly at the non-instructional rate. Special Assignments for part-time faculty will be considered ancillary assignments as described below in 4.1.11.1.
- 4.1.10 Instructors in work-experience courses shall comply with all provisions of the California Education Code and Title 5 §5805. 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 instructional rate.
- 4.1.11 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%) per week. In no instance will a part-time faculty member be permitted to exceed a load of 67% per week.

4.1.11.1 Professional ancillary activities (Education Code 87482.5(c)(1): Ancillary activities can include, but are not necessarily limited to, governance, staff development, grant writing, and advising student organizations, and 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 or used for the attainment of permanent status. Ancillary assignments not otherwise outlined in this agreement shall be agreed to in advance by the faculty member, Department Chair, Dean, and Vice President and paid at the part-time faculty member's non-instructional hourly rate.

4.1.11.1.1 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 permanent status.

4.1.11.1.2 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.

4.1.11.1.3 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.

4.1.11.2 Part-time faculty who are nontenured, hourly instructors, will be offered classes based on the provisions outlined in Article 20. Employment is contingent on enrollment, funding, and program availability.

4.1.12 Classes taught during intersession, spring break and summer shall not count against the sixty-seven percent (67%) part-time faculty load.

4.1.13 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 full-time or part-time faculty.

4.1.14 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 PFF and appropriate Dean.

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

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

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

4.2 Counselors

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

25 hours	Scheduled direct student contact activities
5 hours	Office hours
5 hours	Institutional responsibilities
5 hours	Unscheduled preparation
40 hours	Total

Direct student contact activities shall be comprised of 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. Institutional responsibilities may be comprised of participation on established committees and performance of any assigned activities.

- 4.2.2. A full-time counselor may teach one instructional course in accordance with Article 20.11, equivalent to three (catalog) hours. 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. 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. Assigned work sites may include remote locations with Department Chair and Dean approval.

4.3 Disability Resource Center (DRC)

- 4.3.1. Disability Resource Center Instructors

- 4.3.1.1. DRC instructor/specialist whose primary assignment is instruction shall have the same workload as instructional full-time faculty members for both lecture and lab assignments as referenced in article 4.1.5.

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
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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 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
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5 hours
5 hours

40 hours

Institutional responsibilities
Unscheduled professional preparation
Total

To the extent that classes are available, a full-time librarian may teach at least one instructional course equivalent to three (catalog) hours, in accordance with Article 20.11. 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.
- 4.5 For the purpose of Public Service Loan Forgiveness employment verifications, part-time faculty members with instructional assignments shall calculate each paid hour worked as 3.35 hours of service including but not limited to paid office hours per Ed Code 87489. Non-instructional assignments (including reassigned time and hourly task assignments) shall be credited hour for hour with no adjustment factor.
- 4.6 For the purpose of Affordable Care Act eligibility calculations in alignment with the guidelines provided by the IRS, the District shall credit part-time faculty with 2.25 hours of service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week for each hour of teaching. Non-instructional assignments (including reassigned time and hourly task assignments) shall be credited hour for hour with no adjustment factor.

ARTICLE 5 - NON-DISCRIMINATION

- 5.1 The District and the Federation agree that the District, the Federation, and faculty members shall not illegally discriminate against any faculty member on the basis of race, religion, color, national origin, ancestry, age, physical or mental disability, sex (including sexual harassment), sexual orientation, medical condition, marital status, political affiliation, veteran status, or protected Union activities under the Educational Employment Relations Act (EERA).

ARTICLE 6 - UNION RIGHTS

- 6.1 The District in the fall and spring semester of each academic year 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 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 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)
- 6.3 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.
- 6.4 The District agrees to provide information to the Federation that is relevant to negotiations, grievance processing, and/or Federation business related to administration of this Agreement. Requests relevant to formal negotiations shall be made to the designated chief negotiator for the District. All other requests shall be made to the Assistant Superintendent/Vice President for Human Resource Services or designee. Requests shall be in writing and for specific information. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability).
- 6.5 The District agrees to provide to the Federation, upon written request, public budget information and related public documents and information, including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges.
- 6.6 The District shall provide one (1) copy of the book of Board Policies and one (1) copy of the book of Administrative Regulations to the Federation upon request. The District shall provide copies of any changes, additions, alterations or deletions to these books as they are implemented.
- 6.7 The District will provide the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "package" at the same time as these materials are furnished to the Board.
- 6.8 Each faculty member, at their request, shall be provided, at no cost, one (1) copy of the Agreement. The Federation and the District will share the cost of this

distribution. The District shall place the Agreement, including the table of contents and index, on its website. The District website shall include a feature permitting searches of the Agreement using key words.

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

- EEO Advisory Committee
 - Governmental Affairs Committee
- 6.16 The District shall provide 4.0 FTE 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, for both full and part-time faculty. The PFF will designate in writing to the Assistant Superintendent/Vice President, Human Resource Services, at the beginning of each semester, the members who will be reassigned and/or compensated with a stipend.
- 6.17 In accordance with Education Code Section 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.
- 6.18.1 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.
- 6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4.1.10.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.
- 6.19 Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant reassigned time without loss of compensation where substitutes are required (or the equivalent in compensation for part-time faculty members serving, when they are not in paid status, up to one hundred twenty-five (125) hours per fiscal year) to no more than four (4) official negotiators of the Federation for meeting and negotiating with District negotiators.
- 6.20 In ordinary circumstances the District shall notify Federation leadership (co-Presidents) 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.

ARTICLE 7 - DISTRICT RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of this Agreement. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation including instructional times; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives within the scope of Assembly Bill 1725; ensure the rights and educational opportunities of students; determine staffing patterns; direct the work of its employees; determine faculty assignments; determine office assignments; determine the number and kinds of all personnel and select them; maintain the efficiency of the District operation; approve the curriculum within the scope of Assembly Bill 1725; cancel classes when necessary; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. The District also retains the right to hire, classify, assign, transfer, evaluate, promote, layoff, terminate, and discipline employees. The District reserves the right to make interim faculty appointments for new and/or vacant positions at any time, and also the right to make regular appointments in shorter than normal time frames in unusual circumstances.
- 7.2 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance of, and the use of judgment and discretion in connection therewith, shall be limited only by state and federal law, and the specific terms of this Agreement. This article shall not constitute a waiver of any right of the Federation or the Faculty Senate under the EERA or AB 1725, respectively.
- 7.3 In the event of a lawful emergency, the District retains the right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement. Such suspension shall continue only for the duration of the emergency and only while such temporary suspension continues to be necessary. For the purposes of this Section, an emergency shall be one declared by national, state, or local government or a natural disaster such as earthquake, fire or flood. The District agrees that, in regard to a declared emergency and decisions made therein, the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the grievance procedure when such declaration or decisions violate the provisions of this Agreement.

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.
- 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 February of each Academic year. Any changes to the course maximums will then be negotiated. Requests for revisions received after that date will be negotiated during the following school year.
- 8.1.3 Commencing January 1, 2016 the online course maximums will equal the in-person course maximums specified in Article 8.1.1. be 42 or the in-person course maximum, whichever is lower.
- 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.
 - 8.1.5.1 Course caps may be superseded by room caps depending on the scheduling needs of particular departments and courses, but the course cap will not be exceeded, regardless of room size.
- 8.1.6 Faculty members may accept additional students beyond the established maximum. 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 two weeks prior to the first day of class, or an enrollment of fewer than 20 students one week before the first day of class, may be cancelled. Freezing of enrollment may only occur if the class does not meet the minimums stated above. A class may be cancelled or frozen prior to the two-week period only if the appropriate Dean and Department Chair (who will be responsible for consulting with the discipline faculty scheduler, if applicable) 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 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 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.

ARTICLE 9 - LEAVES

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

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

9.3 Sick Leave (Education Code §87781)

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

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

- 9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year (part-time) shall be entitled to a proportional amount of leave of absence for illness or injury. Pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served that day. Part-time (adjunct) faculty members shall be credited 0.056 hours of sick leave for each hour of service scheduled. Effective with new tenure track appointments beginning July 1, 2015, Palomar College part-time faculty who become contract faculty shall have their Palomar College part-time accrued sick leave balance converted to full-time sick leave on the effective date of the first contract. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.
- 9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.
- 9.3.4 Part-Time/Overload Faculty Sick Leave

Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty.

9.3.4.1 Part-Time Faculty Sick Leave

Sick leave is accrued after each payroll period at the rate of .056 hours for each hour paid. The sick leave balance is printed on employees' pay warrants each month.

9.3.4.2 Overload Faculty Sick Leave

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

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

- 9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.
- 9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.

9.5 Pregnancy Disability Leave (Education Code §87766)

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

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

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

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

9.7 Personal Necessity Leave (Education Code §87784)

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

For purposes of this provision, "personal necessity" is defined as matters of compelling personal importance or personal business.

- 9.7.1.1 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management employee directly responsible for the faculty member.

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

9.8 Labor Code §233 Leave

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

9.9 Bereavement Leave (Education Code §87788).

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

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

9.10 Jury Duty Leave (Education Code §87035)

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

9.11 Family Care and Medical Leave

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

applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.

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

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

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

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

9.11.5 Definitions

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

9.11.5.2 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

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

9.11.5.4 "Employee Benefits" means all benefits provided or made available to employees by the District, including

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

- 9.11.5.5 “Employment in the same position” means employment in the position which the employee held prior to taking a family care and medical leave.
- 9.11.5.6 “Employment in an equivalent position” means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- 9.11.5.7 “Group health plan” means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
- 9.11.5.8 “Health care provider” means an individual:
- a) Holding a physician’s and surgeon’s certificate or an osteopathic physician’s and surgeon’s certificate; or
 - b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
 - c) Who has been determined by the United States Secretary of Labor to be capable of providing healthcare services under the Family and Medical Leave Act of 1993.
- 9.11.5.9 “Industrial Accident and Illness” means a work-related injury or illness.
- 9.11.5.10 “Intermittent Leave” means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.
- 9.11.5.11 “Parent” means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.
- 9.11.5.12 “Reduced Leave Schedule” means a leave schedule that

reduces an employee's usual number of working hours per day or per week.

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

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

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

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

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

9.11.6 Eligibility for Family Care and Medical Leave

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

9.11.7 Right to Family Care and Medical Leave

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

9.11.7.2 A request for family care and medical leave must comply

with the applicable notice requirements described below. Appropriate certification is also required.

- 9.11.7.3 The District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave.

9.11.8 Requests for Family Care and Medical Leave

- 9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.
- 9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 9.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the healthcare provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

9.11.9 Certification of Serious Health Condition from Health Care Provider

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

The certification shall include:

- a) The date on which the serious health condition commenced;

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

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

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

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

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

9.11.10 Right to Reinstatement

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

any other employment benefit that the employee earned or was entitled to before using the leave.

9.11.11 Intermittent or Reduced Schedule Leave

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

9.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

9.11.12 Additional Terms of Family Care and Medical Leave

9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is generally unpaid leave. However, the District requires the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition concurrently for any part of the twelve-week (12-week) period.

9.11.12.2 The employee is required to use sick leave concurrently with Family Care and Medical Leave. The accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the District shall require the employee to use any available differential pay sick leave during the period of the family care and medical leave.

9.11.12.3 Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a

particular individual serious health condition.

- 9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
- 9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.
- 9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.
- 9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- 9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

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

- 9.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under

California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

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

the relevant premium.

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

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

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

9.12 Sabbatical Leave (Education Code §87767-87775)

- 9.12.1. All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee, must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.
- 9.12.2. To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.
- 9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:
 - a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).
 - b) Seniority (one (1) point per year of service in the Palomar Community College District).
 - c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

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

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

- 9.12.4. A sabbatical leave, to be approved, must be substantially related to the

faculty member's present assignment or future assignment with the District and is strictly limited to one or more of the following purposes:

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

9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half ($\frac{1}{2}$) pay or for one (1) semester at full pay. The amount of the one-half ($\frac{1}{2}$) pay or full pay shall be determined by the faculty member's regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.

9.12.6 While on an approved sabbatical leave, the faculty member is required to devote the same amount of time to fulfill the professional responsibilities of the sabbatical leave as the faculty member's current service with the District. During the sabbatical leave, the faculty member shall be temporarily released from all assignments with the District and shall not perform any other assignment with the District unless such other assignment was included in the sabbatical leave request and is specifically approved as part of the faculty member's sabbatical leave.

9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the

Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.

- 9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) faculty member to serve as the faculty co-chair of the committee.
- a) One (1) senator selected by the Faculty Senate
 - b) Assistant Superintendent/Vice President for Instruction, Co-Chair
 - c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
 - d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
 - e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
 - f) One (1) faculty member from each "instructional division" selected by the Faculty Senate and approved by the Federation

A quorum is based on the actual number of filled faculty positions plus the two (2) administrators.

- 9.12.9 The Sabbatical Leave Committee will review all applications made available to it. All meetings of the Sabbatical Leave Committee are open meetings. The Sabbatical Leave Committee will review the

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

- 9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.
- 9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.
- 9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.

- 9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.
- 9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.
- 9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.
- 9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.
- 9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling

circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

9.13 Special Paid or Unpaid Leave

9.13.1 Exchange Program

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

- The nature of the exchange position to be assumed by the applicant
- The nature of the cooperating exchange institution that would receive the applicant
- The advantages to be accrued to the District and to the applicant
- The beginning and ending dates for the exchange
- The name and address of the cooperating exchange institution that will enter into an exchange agreement with the District
- The name of a contact person at the cooperating exchange institution

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

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year's service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and

other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all paychecks.

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

9.15 Load Banking

9.15.1 Load Bank Leave

9.15.1.1 Definitions

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

- 9.15.1.3 “Load bank leave” means a semester during which the faculty member will have his/her regular assignment reduced, without loss of his/her regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.

- 9.15.1.4 “Reduced assignment” for the purpose of taking a load banked leave is defined as a reduction in the number of contract classes taught in a given semester. Class prep time and office hours shall be reduced proportionately to the load bank percentage.

Faculty on load bank continue to be required to fulfill the professional development obligations established for that academic year.

- 9.15.1.5 “Deferred salary” means any compensation earned but not paid.

9.15.2 General Information

- 9.15.2.1 Tenured full-time faculty may teach additional classes as on overload to be banked each semester. Non-teaching

faculty (counselors and librarians) may work additional hours beyond their normal workload.

- 9.15.2.2 Each year, eligible faculty members may choose to bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load for later redemption as load bank leave or deferred salary.
- 9.15.2.3 No more than the equivalent of one (1) semester's full-time load may be accumulated. If a faculty member accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.
- 9.15.2.4 An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.
- 9.15.2.5 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.2.6 Faculty members may not bank overload assignments in categorically funded programs.
- 9.15.2.7 If faculty members complete overload assignments in their primary discipline or disciplines other than their primary assignment, they may bank those overload assignments as provided in this article.
- 9.15.2.8 Faculty may take load bank leave in increments ranging from one (1) class to one (1) semester.
- 9.15.2.9 Faculty may use load bank leave for professional or personal reasons.
- 9.15.2.10 Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

9.15.3 Load Banking Procedures

- 9.15.3.1 To apply to load bank overload hours, the faculty member must complete the Request to Load Bank Overload Hours form and have it approved by the Dean prior to commencing the banked assignment.

- 9.15.3.2 When overload assignment are banked for leave purposes, they shall be recorded as a percentage of a faculty member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.
- 9.15.3.3 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library services is equivalent to twenty percent [20%] of a full load.
- 9.15.3.4 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be granted by the Superintendent/President at the faculty member's request for compelling reasons. The three-year (3-year) period shall be extended automatically for any period during which:
- a) The District does not approve a specific leave request during the three-year (3-year) period; or
 - b) The faculty member delays the leave at the request of the District.
- 9.15.3.5 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.
- 9.15.3.6 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those hours already accumulated as deferred salary.
- 9.15.3.7 A faculty member may withdraw load-banked funds only during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.4 Taking Load Bank Leave

- 9.15.4.1 When faculty members have banked the equivalent of one hundred percent (100%) of a semester's full load, they shall be eligible for up to a full semester of load bank leave under the terms of this article. No faculty member shall accrue more than one (1) semester's worth of load.

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

The process for applying to take load banked leave is as follows:

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

- 9.15.4.3 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.

- 9.15.4.4 The Dean shall, subject to the provisions of section 9.15.4.2, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

Faculty on Load Bank

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

- 9.15.4.5 If the Dean and appropriate Assistant Superintendent/Vice President certify that the department/program will be jeopardized by the absence of the faculty member, the Dean and appropriate Assistant Superintendent/Vice President may deny a request for load bank leave. If the leave is

denied, documentation of the specific reasons for denial of the leave must be provided in writing to the faculty member requesting the leave. If a leave is not granted it may be rescheduled to another semester. The decision to reschedule the banked load will be mutually agreed upon by the faculty member, the Dean, and the appropriate Assistant Superintendent/Vice President. The leave must be rescheduled to be taken by the end of the following academic year.

- 9.15.4.6 Faculty on load bank leave or any other leave may not bank hours during the leave.
- 9.15.4.7 Load bank leave shall not be considered a break in services for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.4.8 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.
- 9.15.4.9 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provide in this section.

9.16 Catastrophic Leave

9.16.1 General Provisions

- 9.16.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the *California Education Code*.
- 9.16.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a

financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

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

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

9.16.2 Donations

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

9.16.2.2 Part-time librarians and counselors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least two hundred seventy (270) hours. They may donate a maximum of ninety (90) hours per academic year, so long as the donating part-time faculty member's accrued sick leave balance does not fall below one hundred eighty (180) hours.

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

9.16.2.4 Donations of sick leave shall be voluntary.

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

9.16.2.6 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant

Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

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

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

9.16.3 Withdrawal Guidelines

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

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

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

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

9.16.3.5 Faculty members currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.

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

9.16.3.7 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.

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

9.16.3.9 Withdrawals from the CLB shall be terminated whenever:

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

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

9.16.4 Withdrawal Procedure

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

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

- 9.16.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.
- 9.16.4.3 The certifying physician shall state the faculty member's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.
- 9.16.5 Privacy Rights
 - 9.16.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.
 - 9.16.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.
- 9.16.6 Agent for the Faculty Member
 - 9.16.6.1 If the treating physician certifies that the faculty member's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member's behalf.

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

- 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 include one (1) required orientation day (Plenary on the Friday immediately preceding the start of the fall semester). In the event of an absence on the required orientation day, appropriate leave provisions shall be used in accordance to Article 9.2.
- 10.1.1 All full-time faculty members (regular, probationary, and temporary) shall complete the required professional development hours. Professional development activities cannot replace the faculty member's contractual duties. Early Childhood Educational Lab School teachers are not required to participate. Details about ECELS teachers PD are contained in Appendix L.
- 10.1.1.1 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.
- 10.1.1.2 For full-time faculty, the Professional Development year concludes for reporting purposes two weeks prior to the end of the spring semester. 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 and inform the faculty member, department chair, and appropriate Dean. 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 share with the Assistant Superintendent/Vice President for Instruction, who will inform the Assistant Superintendent/Vice President for Human Resource Services that the faculty member's last paycheck for the year will be reduced by an amount (in gross salary) proportionate to the activities not completed.
- 10.1.2 Part-time faculty may complete professional development during the Fall and Spring semester based on instructional and non-instructional workload. Part-time faculty are compensated for professional development hours completed based on their percentage of workload. Part-time faculty who are eligible for cancelled class pay in accordance with Article 15 shall be eligible for PD Pay for any professional development activities logged

and completed between the dates listed in 10.1.2.1 and prior to their notification of the cancellation of reassignment of their class. 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.

10.1.2.1 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. Part-time faculty will be compensated for PD activities completed and reported by the due dates.

- 102 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 Professional Development Plan, when approved, shall be the agreement required by Title 5 CCR §55726.
- 103 Professional development activities are determined by the faculty member and should lead to employee, student, and/or instructional improvement. Acceptable activities are listed in Ed Code section 87153 and Title 5 Section 55724.
- 104 There shall be a Professional Development Coordinator who will be a full-time permanent faculty member appointed by 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.
- 105 The duties of the Professional Development Coordinator include, but are not limited to, the following:
 - 10.5.1 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 Committee. Confirming the successful or unsuccessful completion of the individual Professional Development contracts.
 - 10.5.2 Developing and approving professional development programs and workshops to meet identified needs, as required by Title 5CCR §55730(b).
 - 10.5.3 Providing resources for professional development activities.
 - 10.5.4 Managing professional development resources (including purchasing equipment and supplies, maintaining accurate records, and submitting and maintaining balanced budgets).

- 10.5.5 Coordinating activities with campus and community groups, including the North County Higher Education Alliance (NCHEA). The PD Coordinator serves as the NCHEA Director and NCHEA Coordinator. NCHEA assignments for the college are for a six year period comprised of two years as Director and four years as Coordinator. Different PD Coordinators can fulfill the six year commitment.
 - 10.5.6 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.
 - 10.5.7 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).
 - 10.5.8 Publishing occasional newsletters during the year announcing and highlighting professional development activities.
 - 10.5.9 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.
- In coordination with the PD Committee, plans and implements all orientation days for all employees.
- 10.5.10 Maintaining accurate records on the description, type and number of professional development activities scheduled and the number of District employees participating in these activities, as required by Title 5 CCR §55730(c).
 - 10.5.11 Serving as Chair and holding regular meetings of the Professional Development Committee.
 - 10.5.12 Providing needed documents to the State Chancellor's Office as required by Title 5 CCR §55730(f).

- 106 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 Professional Development Coordinator will inform faculty that any appeal to the VPI must be received within ten (10) working days. A "day" refers to a day that the District administrative office is open, excluding days during any intersession or summer session during which the faculty member is not scheduled to work.

The Assistant Superintendent/Vice President for Instruction shall respond within ten (10) working days, giving the reasons for the decision. A copy of the decision and the reasons therefore, shall be sent to the Federation. The decision of the

Assistant Superintendent/Vice President for Instruction is final and not grievable.

- 10.7 The Professional Development Committee works in collaboration with the Professional Development Coordinator. As a campus-wide committee membership is determined through shared governance.

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. Tenure & Evaluation Review Report and Spring Semester Review Confirmation – Probationary Faculty
2. Peer Evaluation Review Report for Tenured Faculty
3. Review Report for Part-Time Faculty
4. 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"). All positions described in this Article 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 those who vote out of the voting members of the department (as outlined in the department bylaws) in which they teach. In the case of a tie, the tie will be broken using whatever tie-break procedures are outlined in the department's bylaws. The Department Chair's position may be rotated among tenured members of the department. Departments may choose to elect two faculty members as Co-Department Chairs or two faculty members to serve in alternate semesters as Department Chairs, with duties, stipends, and assigned time to be split as appropriate, and determined by the department, with consultation with the appropriate Dean.

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. See Article 12.5.3 for further exception.

In the case where an outside accreditation agency or this Article 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 their 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. Electronic voting is allowable as long as all department bylaws are followed.
 - 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 to all voting members of the department at least five (5) business 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 their 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 departmental records and sent to the appropriate Division Dean.
 - 12.3.8 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.
- 12.4 Removal or Resignation of a Department Chair
- 12.4.1 The Department Chair may resign at any time.
 - 12.4.2 If problems with a Department Chair occur within a department, reasonable efforts should be made to resolve them informally with the Department Chair. If faculty members are unsuccessful in these efforts, they shall inform the Dean of a meeting for the purpose of either resolving the concerns or recalling the Department Chair.
- The majority of department members eligible to vote in departmental matters as outlined in department bylaws may recall the current Department Chair in accordance with the process outlined below for documented dereliction of department chair duties. The department chair duties are outlined in Article 12.6.

- 12.4.3 Notification to the Dean shall be in writing, shall be signed by at least 1/3 of eligible voting members in the department and shall include the specific concerns that faculty members have. The Department Chair shall be copied.

Upon receipt of notification, and within five (5) business days, the Dean shall notify the Department Chair and the appropriate Vice-President that a meeting of the department shall be held, either to resolve the concerns or recall the Department Chair. The Dean and the Vice President are not participants in the meeting. Said meeting shall take place within five (5) business days of notification to the department.

- 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.
- 12.4.6 No established department will be without a Department Chair.

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 their 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 their tenure in the office of Department Chair.
- 12.5.3 In the event that no full-time faculty member from the department is willing or able to serve as department chair, a tenured faculty member from the division may serve temporarily as department chair until an election can be held.

- 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. It is the Department Chair's primary responsibility but some of the duties outlined below may be carried out in collaboration with or by faculty who are Assistant Chairs, Program Coordinators, or Discipline Specialists. 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 catalog 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. Solicit feedback from part-time faculty in the department to share at meetings if bylaws do not allow for part-time faculty to attend and/or vote in department meetings
5. Maintain minutes from department meetings and make them available to department members. Departments shall create and vote on department bylaws.
6. Attend Department Chair and Division meetings
7. Investigate and mediate student complaints, except those involving discrimination or sexual harassment
8. Maintain regular office hours as Department Chair
9. Provide guidance to faculty on academic matters (grading, performance standards, etc.)

10. Provide minutes and/or information to the department members from Division and Chairs and Directors meetings
11. Advocate for the department

12.6.4 Evaluation

1. Participate in faculty evaluations, 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. Provide or facilitate the provision of required documentation to Deans as outlined in Article 17

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. Participate in interview(s) 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 and part-time faculty
5. Connect new part-time faculty with the Faculty Senate Part-Time Faculty Mentor Program
6. Coordinate the selection, training, and continued employment of part-time faculty
7. Facilitate Professional Development opportunities for staff

12.6.8 Responsibilities

1. Coordinate student placement sites
2. Prepare for special accreditation
3. Monitor professional certifications
4. Coordinate safety and hazardous materials issues with District staff
5. Coordinate marketing of department programs, courses, and certificates with District staff
6. Participate in new or relevant trainings related to execution of Department Chair duties when necessary
7. Other related duties as assigned by Dean or Vice President

12.6.9 Summer Duties (for the time period between Commencement and Plenary) and Winter Duties (for the time period between January 2 and the start of Spring semester)

Chairs shall be promptly available during the summer, winter intersession, and on non-instructional days by phone and email. If this is not possible, the Chair shall notify their Dean and appoint a designee to act on their behalf.

1. Be available via email or phone to faculty in the department teaching winter intersession, 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 spring and fall classes are staffed.
4. Be available to address student and faculty complaints and/or issues.

12.6.9.1 Other than the duties outlined in 12.6.9, all Department Chair duties as outlined in 12.6 will be conducted during the contract year (regular fall and spring semesters) 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 Department Chairs will receive a stipend, in addition to the release time outlined in 12.8. The payment for the “Calendar Year Stipend Amount” shall be issued in twelve (12) monthly payments. An extra stipend for the assignment of Department

Chair in addition to the assigned time using the following schedule based upon the assigned time:

Academic Year Assigned Time	Calendar Year Stipend Amount
40%	\$7,975.66
60%	\$8,701.26
80%	\$9,618.84

Beginning Fall 2022 Department Chairs will be compensated with a stipend at \$9,618.84 annually (12 months). Compensation will be paid on the last working day of the month and will be as follows:

11 Month Faculty: 12 equal monthly payments (July – June)
10 Month Faculty: Fall/Spring a total of \$8,015.70 paid in 10 equal monthly payments (August – May)
Summer a total of \$1,603.14 paid in 2 equal monthly payments (June and July)

All on-schedule percent increases applied to faculty wages shall be applied to the Department Chair stipend as reflected in the table above.

- 12.8 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 (excluding the departments listed below under 12.8.1) is determined using the following formula:

Baseline assigned time for all department chairs: 40%

1. Large size: Full-time faculty <15 faculty and part-time faculty >= 10 FTEF – assigned time shall be 60%
2. Extra-large size: Full time faculty >=15 faculty – assigned time shall be 80%

No Department Chair will receive more than 80% assigned time in compensation for the duties of the Department Chair.

The Instruction Office will determine the amount of assigned time for each Department Chair utilizing the criteria above. The amount of the assigned time may be adjusted every two years (even years) on August 1. The expected amount of assigned time for any Department Chair will be made known prior to the election of the chair with the understanding that any adjustment made due to changes in the department affecting how the above formula is applied may alter the assigned time. If the Department Chair wishes to contest the amount of assigned time, they may appeal to the Vice President of their respective area, whose decision will be final for that school year.

12.8.1 Department Chair Release Time Affected By Special Considerations

The following departments have special considerations that impact department chair release time and do not use the formula outlined above.

- Art (multiple disciplines with faculty labs)
- English as a Second Language (multiple sites, credit and noncredit programs)
- Emergency Medical Education (outside accreditation, 11-month program)
- Fire Academy (outside accreditation)
- Nursing Education (outside accreditation)
- Performing Arts (extra production requirements)
- Trades and Industry (multiple disciplines with facility labs)
- World Languages (unit size of department courses)

Department	Chair/Director Assigned Time (can be shared)
American Indian Studies	40%
Art	60%
Behavioral Sciences	80%
Biology	60%
Business Administration	60%
Chemistry	40%
Child Development & Education	40%
Computer Science & Information Systems	40%
Cooperative Education	40%
Counseling Services	80%
Dental Assisting	40%
Design & Manufacturing Technologies	40%
Earth, Space & Environmental Sciences	40%
Economics, History, Political Science	60%
Emergency Medical Education (11 month)	40%

English, Humanities, & Reading	80%
English as a Second Language	80%
Ethnic Studies	40%
Fire Academy	60%
Graphic Communications	40%
Health & Kinesiology	40%
Library	60%
Mathematics	80%
Media Studies	60%
Nursing Education	80%
Performing Arts	60%
Physics & Engineering	40%
Public Safety Programs	40%
Speech Communications, Forensics, & ASL	60%
Trades & Industry	60%
World Languages	67%
Department	Assistant Chair Assigned Time (can be shared)
Athletics	20%
Nursing Education	40%

12.8.2 Discipline Specialists

Discipline specialists support the department chair in multidisciplinary departments with scheduling, hiring, evaluations, and program review as relevant.

Discipline specialists should use their 5 hours/week institutional responsibilities (as outlined in Article 4) for these duties. If a discipline specialist requires more than 80 hours of work in a semester, then they shall request approval from the Chair and the Dean prior to commencing the extra work and fill out a time and effort report with their Dean to receive additional compensation.

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 in order to receive the facilitator stipend of 15 hours at the facilitator's non-instructional rate per semester. The SLO Facilitator is required to complete all of the following in order to receive the stipend:

- 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).
- f. Inputs data into the SLOAC management system each semester and runs the reports requested by the LOC /Curriculum Committee by the end of the third and fourteenth weeks of each semester.
- g. Participates in 2-4 annual auditing meetings with Dean, VPI, and/or SLO Coordinators.

ARTICLE 13 – SAFETY

- 13.1 The District shall furnish a place of employment which is safe for employees pursuant to applicable law and regulations.
- 13.2 The District shall not require any faculty member to be in a place of employment which is not safe.
- 13.3 No faculty member shall leave the assigned instructional area without authorization of the Dean or other designated manager, unless there is clearly a reason to believe that an unsafe condition exists. If a faculty member does leave an instructional area because of a perceived emergency, the faculty member will promptly notify the Dean or other management employee directly responsible for the facility, or that individual's designee.
- 13.4 All faculty members have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- 13.5 A faculty member may, when necessary, use reasonable force in the performance of duties in the interest of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. A faculty member also may take reasonable action for the protection of others and for the protection of District, student, or employee property. Under such circumstances, a faculty member must exercise mature judgment and must act and react in a reasonable and prudent manner.
- 13.6 In the event of a threat of bodily harm or injury to a faculty member within the faculty member's scope and course of employment:
 - 13.6.1 In accordance with Education Code §87014, any faculty member who is attacked, assaulted or menaced by any student within the faculty member's scope and course of employment shall report the incident promptly to the appropriate law enforcement authorities.
 - 13.6.2 The Dean or other management employee directly responsible for the faculty member, who has knowledge of the incident, also shall report the incident promptly to the appropriate law enforcement authorities.
 - 13.6.3 The faculty member may immediately have the offending individual(s) removed from the instructional area.
 - 13.6.4 The District shall assist the faculty member to seek necessary protection. This protection shall include paid released time, if needed, to attend any related legal proceeding initiated or supported by the faculty member where there is prior notice to and approval by the Assistant Superintendent/Vice President for Human Resource Services or designee.

- 13.7 If a management employee knows, through appropriate documentation or a credible source, that there are circumstances which pose a serious threat to the safety of any faculty member, the management employee shall promptly notify the faculty member regarding the threat unless public safety officials direct otherwise. Where the serious threat is against the District as a whole, the District will warn all potentially affected individuals and the PFF/AFT.
- 13.8 The District shall inform faculty members of the availability and location of emergency telephone services at each instructional site.
- 13.9 If a faculty member requests the District in a timely fashion to defend the faculty member against any civil claim or action against the faculty member arising out of an act or omission occurring within the faculty member's scope and course of employment, and the faculty member reasonably cooperates in good faith in the defense of the claim or action, the District pursuant to applicable law shall indemnify the faculty member.

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 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 Federation who has been appointed by the Federation for the purpose of assisting and representing individual grievants at any level or step of this grievance procedure. The 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 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 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.

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 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 Federation at the same time. If the Assistant Superintendent/Vice President does not respond with 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 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 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.
- 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 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 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 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 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 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 Federation.
- 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 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 maybe extended by written mutual agreement of the parties.

ARTICLE 15 - COMPENSATION

15.1 General Principles

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

Timely pay is a necessary function of compensation. Unless mutually agreed otherwise, faculty should receive pay no more than 60 days after the work has been completed.

In the case of incorrect compensation, the District and the Faculty member will work together to make a good faith effort to agree to pay/re-pay the compensation in a timely but reasonable manner. Good faith adherence requires preapproval, before the faculty member begins work, and compliance with relevant policies and procedures.

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 Sabbatical Leave Committee Approval of Salary Credit

15.2.2.1 Lower Division Course Work

Salary schedule credit shall be granted to full-time and part-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 Community Education Courses

Fee-based not-for-credit community education courses are self-supporting (CA Education Code 78300 and CCR Title 5, section 550002(d)) and do not generate state apportionment offerings. Furthermore, Community Service offering instructors are not required to meet state minimum qualifications (Education Code 87001, 87002, 87003, 87356, and 87359).

Community Services offering (not-for-credit) instructors should be compensated on an individual assignment basis determined and agreed upon prior to the offering. Common practices include payment per hour of instruction or payment via percentage of registration revenue.

15.4 Full-Time Faculty Compensation

15.4.1 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 Grade C on the salary schedule after acquiring 24 equivalent units; to Grade D on the salary schedule after acquiring 48 equivalent units; to Grade E on the salary schedule after acquiring 72 equivalent units; to Grade F on the salary schedule after acquiring 96 equivalent units; and, to 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.

15.4.2 Salary Grade Placement

Salary grade placement is based upon the completion of upper division or graduate level course work at an accredited institution except as outlined in Article 15.2.2 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) **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) **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) **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) **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) **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) **Grade G** – Persons holding one (1) 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 and a Master's Degree
 - b) Two (2) Master's Degrees

g) Grade H

1. Persons holding a Doctorate Degree

15.4.3 Salary Step Initial Placement

a) Grade B

A faculty member meeting minimum qualifications for 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) Grades 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.

15.4.4 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.

15.4.5 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.

15.4.6 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.

15.4.7 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.

15.4.8 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.

15.4.9 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 ECELS teacher schedule.

15.4.10 Step Moves

All full-time faculty and full-time 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.

15.4.11 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)

15.4.12 Full-Time Faculty and Full-Time ECELS Teacher-Salary Schedules

- a) For the 2021-22 academic year all full-time faculty salary schedules and full-time ECELS teacher salary schedules shall be increased by 5.07% COLA. This increase will be effective on July 1, 2021.
- b) The stipends contained in Appendix F and Article 12 shall be increased by 5.07% for the 2021-22 academic year.

15.4.13 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.

15.5 Part-Time Faculty Salaries

15.5.1 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.

15.5.2 Part-Time Faculty Salary Schedules

- a) For the 2021-22 academic year all part-time salary schedules in effect on July 1, 2021 shall be increased by 5.07% COLA increase.

15.5.3 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.

15.5.4 Faculty Placement on Part-Time Salary Schedule

15.5.4.1 Salary Grade Placement

Salary placement credit is granted for the completion of upper division or graduate level course work at an accredited institution (official transcripts required) or for completion of approved lower division course work as outlined in 15.2.2. 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 grades are defined. Individual 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 grade.

15.5.4.1.1 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.

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

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.

Grade C: Persons who hold a Master's Degree and who

have completed at least thirty (30) units of course work after.

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

- 15.5.4.2 Teaching faculty movement within a 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
Movement from Step 4 to Step 5:	1800 hours
Movement from Step 5 to Step 6:	2250 hours
Movement from Step 6 to Step 7:	2700 hours
Movement from Step 7 to Step 8:	3150 hours
Movement from Step 8 to Step 9:	3600 hours
Movement from Step 9 to Step 10:	4050 hours

Effective July 1, 2018

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

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

- 15.5.4.4 Evaluation of Prior Course Work

The part-time faculty salary schedule steps and 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 following semester. 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.

15.5.5 Parity Definition

- 15.5.5.1 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%).

Parity is defined as that pay rate for part-time instructors which accurately reflects the relationship between the hours of work required of part-time instructors and those required of full-time instructors, when both are expressed as an hourly rate. The formula is derived as follows:

Full-Time Faculty Workload

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

Part-Time Faculty Workload

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

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

- 15.5.5.2 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.

15.5.6 Part-Time Faculty Office Hours

- 15.5.6.1 Starting FY 2022-2023, 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:

Office hours for credit courses will be paid at a ratio of 1.5 hours per unit per semester.

Office hours for non-credit courses will be paid at a ratio of 1.5 office hours for each hour assigned (per week) per semester.

- 15.5.6.2 Part-time faculty participation in office hours is voluntary. It is understood and agreed that no office hours are required of part-time faculty.
- 15.5.6.3 Office hours shall be compensated at the part-time faculty member's non-instructional hourly rate.
- 15.5.6.4 Participating part-time faculty shall provide written certification of office hours served on the appropriate District form found on the Human Resource Services website. The deadline to submit the form for paid part-time office hours will extend to the end of the last week of the semester.
- 15.5.6.5 Office hours and location shall be included in the class syllabi in order to qualify for compensation.
- 15.5.6.6 Office hours shall be paid in the subsequent paycheck for the semester in which the hours were submitted and earned.
- 15.5.6.7 Due to limitations in physical space available for part-time faculty office hours, part-time faculty should attempt to offer office hours in the same modality of the course. If necessary to meet student need, office hours may be held online.

15.5.7 Canceled Class Pay for Part-Time Faculty

Per Ed Code 87482.8, part-time faculty members assigned to a class that is canceled or reassigned anytime from two weeks before until any time after the beginning of a semester will be compensated for the first week of assignment, paid at their 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.

15.5.8 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.

15.5.9 Lockdown/Campus Emergency Pay for Part-Time Faculty

If classes are cancelled due to a campus emergency, pay is not negatively impacted.

If a part-time faculty member is required to stay on campus beyond their scheduled teaching or student-contact hours due to an emergency such as a lockdown, the part-time faculty member will be paid for the hours they are kept on campus.

15.6 Support for Part-Time Faculty Participation in Shared Governance

15.6.1 The District shall augment the Faculty Senate budget by up to \$4,000 per year (\$500 per part-time faculty senator per semester, up to a maximum of 4 part-time faculty senators) to provide support for part-time faculty participation in the Faculty Senate. If not all part-time Senate seats are filled in any given semester, the \$2,000 per semester can be divided evenly among the seated part-time Senators. This is effective FY 2022-2023.

15.6.2 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 their non-instructional hourly rate effective FY 2022-2023, for committee meeting times that they attend for the semesters they hold their position. If a part-time faculty member receives compensation from release time/stipend positions that necessitate participation on these committees, they are not eligible for the additional compensation as outlined above. Service on these committees is not eligible for professional development hours if the part-time faculty member chooses to be paid hourly per this Article for their participation on the committee. Participation in the following committees will be verified by the Committee Chair.

- 15.6.2.1 AB 705 Committee
CALM Committee
College Council
Curriculum Committee
Distance Education Committee
Distinguished Faculty Award Committee
Educators for Equity, Diversity, and Cultural
Consciousness
Employees, Community, & Communication Council
Equity, Education and Student Success Council
Infrastructure and Sustainability Council
Institutional Effectiveness, Planning, and Fiscal
Stewardship Council
Professional Development Committee
Tenure and Evaluations Review Board
- 15.6.2.2 Part-time faculty members who would like to be paid under 15.6.2 must submit a Part Time Faculty Committee Participation form to the Committee Chair for approval at the end of each semester, indicating the number of hours of committee meetings they participated in that semester.

The District form can be found on the Human Resource Services website.

ARTICLE 16 - BENEFITS

- 16.1 The District cover the costs for the lowest paid Health Maintenance Organization (“HMO”) for the current medical plans offered. The District shall maintain the benefits programs (in terms of full-time service levels: Anthem HMO, Anthem PPO 100% coverage, Anthem PPO 80% coverage, Kaiser HDHP, Kaiser HMO: \$0 office visit plan, and Delta Dental HMO) in place as of October 1, 2020. The details of employee contributions/incentives/copays for these plans are outlined in 16.1.1. 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 (as of October 1, 2020) shall be borne by the District throughout the duration of the Agreement. The parties agree to work collaboratively and in a timely manner to control future health care costs and consider plan changes that are necessary to control these costs.

Double coverage occurs when two employees who are in the same household can select a District offered medical plan. Effective 2020-21, employees who are double covered by the District shall make medical plan selections as follows:

- a. Single Plan/Single Plan
- b. Single Plan/2-Party coverage (i.e. employee and one (1) dependent)
- c. Single Plan/Family coverage (i.e. employee and two (2) or more dependents)
- d. Employees “grandfathered” into the opt-out incentive plan due to the transition from Fringe Benefits Consortium will be required to have one (1) spouse select the most appropriate plan to cover the employee and/or dependents, in order for the other spouse to continue to receive the current “opt out” incentive.

Employees who currently have duplicate coverage from another non-District employer and have currently chosen to opt-out of District health coverage in exchange for a stipend of \$2,400 annually may continue to opt-out and receive this stipend (grandfathered). This opt-out provision is no longer provided to other employees of the District. This opt-out provision is also not provided to those employees who are currently grandfathered, but who later opt-in and accept the District’s health coverage after 10/12/2016. All active employees otherwise not grandfathered by this article are required to participate in the medical plan.

16.1.1 Active Employee Plan Options

Effective October 1, 2022 - September 30, 2023

Medical Benefits Options for Full-Time Faculty and Full-Time ECELS Employees*

Plan Options	Medical Plan Options					Dental Options			Vision
	Anthem PPO 0% coinsurance \$0 deductible \$20/\$40/\$250** RX: \$5-\$20	Anthem PPO 20% coinsurance*** \$300/\$600 deductible \$20/\$40/\$250** RX: \$9/\$35	Anthem HMO Full Network \$20/\$40/\$250 RX: \$9/\$35	Kaiser HMO \$0 office visit RX: \$5/\$10	Kaiser HDHP \$1500/\$2700/\$3000 deductible \$3000/\$6000/\$6000 OPM	DeltaCare Dental HMO	Delta Dental PPO Employee	Delta Dental Incentive PPO	EyeMed
Employee Monthly Contribution:	Single: \$184 2 party: \$359 Family: \$505	Single: \$0 2 party: \$0 Family: \$0	\$0	\$0	\$0	\$0	\$44.87	\$71.57	\$0
Employee Incentive:	\$0	\$0	\$0	\$0	Single: \$3000 2 Party: \$6000 Family: \$6000	N/A	N/A	N/A	N/A
Full-time Faculty	X	X	X	X	X	X	X	X	X
Full-time ECELS faculty	X	X	X	X	X	X	X	X	X

* Full-Time Faculty and Full-Time ECELS Employees also receive Life & ADD, Long-Term Care and Long-Term Disability with no employee contribution

**office visit/specialist/emergency room fee

***up to out of pocket maximum (OPM) of \$1,000/\$3,000

Medical Benefits Options for Part-Time Faculty and Part-Time ECELS Employees in accordance with Article 16.10 *

* Refer to Article 16.10 for Benefit Eligibility and plan rules

Note: For Eligible Retired Faculty See Appendix J, for ECELS Faculty, see Appendix L (4.1)

	Kaiser HMO \$0 office visit RX: \$5/\$10	Delta DentalCare HMO	Delta Dental PPO Employee	Vision
Part-time Faculty & Part-time ECELS faculty	Qualifying/Eligible PT Employees only*	X	X	X

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

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

- 16.7 By participating in the Benefits Committee, the Federation does not waive any rights under the Educational Employment Relations Act to negotiate all matters within the scope of bargaining.
- 16.8 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the current insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits for employees of the District.
- 16.9 Faculty membership in the Benefits Committee, to be selected by the PFF, shall include four (4) active faculty members.
- 16.10 The District will contribute to part-time faculty health benefits for participants who enrolled and qualified during the Open Enrollment Period. Part-time faculty members may add eligible dependents to their plan in accordance with the provisions outlined in this article. Beginning Fall 2022, each year the District shall allocate \$800,000 to fund the District's contribution to premium costs for part-time faculty health benefits. One-half of the amount shall be allocated to fall semester enrollee premiums, and one half of the amount allocated to spring semester enrollee premiums. If the District's portion of the premiums in any semester exceeds \$400,000, the enrollment to bring the District's premium contribution to \$400,000 shall be allocated in accordance with Section 16.10.8. If the semester premium costs for all participants are less than \$400,000, the remainder shall carry forward to the next semester. If the annual premium costs for all participants are less than \$800,000 the remainder shall carry over to the next fiscal year. The allocation of funds for part-time benefits will be reconsidered in annual reopeners, and the District agrees to notify PFF before the event that any eligible part-time faculty member is either dropped from or denied health insurance benefits due to this cap.
- 16.10.1 The health benefit coverage shall apply to the part-time faculty member and eligible dependents.
- 16.10.2 The health plan shall be an HMO group plan to be selected by mutual agreement of the District and the PFF
- 16.10.3 The District shall charge the employee portion of benefits payments, as outlined in 16.10.5 through payroll deduction in equal payments during each coverage period. In months when the employee is not on payroll, the employee contributions shall be deducted in full from the next paycheck. If the employee does not return to Palomar, the amount of the premium is due in full from the employee.
- 16.10.4 An eligible employee must be in good standing with respect to contribution payment, to remain eligible for benefits in subsequent enrollment periods.
- 16.10.5 The District shall provide an HMO group plan to be selected by mutual agreement of the District and PFF (for FY 2022/23, this

would be the Kaiser HMO \$20 office visit plan) for eligible part-time faculty effective October 1, 2022. The District shall pay ninety percent (90%) of the medical premium for the single tier or 50% of the premium for the two-party or family tier. The participating part-time faculty member shall contribute the remainder of the medical premium cost for the elected tier.

16.10.6 Part-time faculty members shall be eligible to participate upon:

- Meeting a minimum of a forty percent (40%) load for at least three (3) of four (4) consecutive regular semesters or an average of 40% load for four consecutive regular semesters, **and**
- Submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate form).

16.10.7 Part-time faculty members shall be eligible to participate upon submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate form).

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

- Those on Step 10 of the Part-Time (Adjunct) Faculty Salary Schedule, **followed by**
- Those on Steps 9, 8 and 7...3, to 1 of the Part-Time (Adjunct) Faculty Salary Schedule (in that order of priority)

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

16.10.9 The District will notify part-time faculty of any changes to part-time health insurance coverage before the change is made. The District will notify part-time faculty who are eligible to receive benefits and who were previously eligible to receive benefits and are no longer eligible within ten (10) working days of the start of the open-enrollment period. Part-time faculty who are no longer eligible for health benefits will be provided with information on COBRA.

16.10.10 The coverage periods for participating part-time faculty members shall

be six (6) months in duration commencing October 1st and April 1st of each calendar year. Medical coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. Part-time faculty who experience a qualifying event will be able to enroll at that time.

16.10.11 The District agrees to reopen negotiations on part-time healthcare coverage at PFF's request if the State offers changes to the funds or requirements for part-time faculty health insurance. Both parties agree to negotiate changes in good faith.

16.10.12 Part-time faculty members shall not be eligible to participate if they are eligible for medical insurance coverage provided through Medicare.

16.10.13 Part-time faculty members receiving health benefits under this Article who do not receive a qualifying assignment in the immediately subsequent semester may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.10.14 A plan design option for vision and dental HMO benefits will be made available to eligible part-time faculty during open enrollment. To be eligible part-time faculty need to have an assignment during the six month coverage period. Plan costs, as provided by the carrier, can be purchased by the member at 100% of the cost and be deducted through payroll deduction or paid in full at the beginning of the semester in the event that the member's pay will be insufficient to cover the required payments. The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing January 1st and July 1st of each calendar year. Vision and dental coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. If during the subsequent six month period, the member does not have an assignment the member may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.11 Emeritus Faculty Benefits

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

- Library borrowing privileges
- Staff parking pass
- Athletic event pass
- Staff discount for performing arts events
- Retention of their existing Palomar email account, unless otherwise determined by the Vice President of Human Resources based on

extenuating circumstances such as existing or anticipated litigation or disciplinary related matters that would require issuance of a new email account.

- The opportunity to audit or enroll in up to 6 units per semester at Palomar College, given that there is room available in the class(es).
- The opportunity to teach up to one assignment or .3 load per semester in the discipline they retired from, to be assigned after full-time overload, and before part-time faculty assignments are made. See Article 20.12. Emeriti faculty who are teaching are held to the standards for part-time faculty teaching as outlined in Article 20.10.

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

16.12 Full-time and qualifying part-time ECELS Teachers (see Appendix L) will receive the following employee benefits as described above.

ARTICLE 17 - EVALUATION PROCEDURE

17.1 General Provisions

- 17.1.1 Faculty review shall be the primary feature of the evaluation process.
- 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 Evaluatees 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.
- 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 in the same or a related department/discipline. 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.
- 17.1.8 All final evaluation Review Reports shall rate a faculty member's overall performance as one of the following: *High Professional Performance, Standard Professional Performance, Needs Improvement, or Unsatisfactory*.
- 17.1.9 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- 17.1.10 The Dean and/or first level administrator and/or Vice President 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 any such comments and/or recommendations. Such comments and/or recommendations shall become an official part of the evaluation record.

- 17.1.11 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.
- 17.1.12 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 ten (10) business days for review and comment. This ten (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.

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.

- 17.1.13 The contents, including comments and recommendations, of any evaluation document shall not be grievable.
- 17.1.14 Evaluations of faculty shall not be conducted by any relative covered in BP 7310, nor by former spouses/partners.
- 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.

17.2 Tenure and Evaluations Review Board

- 17.2.1 In accordance with Education Code §87663(c), evaluations of faculty members will include 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 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.
- 17.2.2 In conformance to this Article and state law, the TERB shall develop all tenure 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. 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.
- 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
 - 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
 - One (1) permanent faculty member from either Counseling or Student Services selected by the Federation
 - One (1) part-time faculty member selected by the Federation
- 17.2.5 Faculty members on the TERB serve two (2) year terms.
- 17.2.6 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 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 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 outlined in Appendix F to perform the duties of the position.

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.

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% 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. Summer session shall not be included except as outlined in 17.3.2.1. 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 or in cases of documented concerns or issues, the dean may review the student evaluations, the faculty observation report, and the evaluation review report, and may enter appropriate supervisory 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. For each part-time evaluation Review Report, the Department Chair will complete and sign the Department Chair Supplemental Evaluation Form.

17.3.1.4 The Department Chair/Director 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.

17.3.2 Courses taught during intersession are excluded from evaluation considerations. Courses taught during summer session are excluded from evaluation considerations except as outlined in 17.3.2.1.

17.3.2.1 Evaluations may need to be completed during summer session for faculty who only teach during summer, or in order to implement improvement plans. In those cases, the department chair may designate a willing full-time faculty member to do a summer evaluation, with compensation of up to three hours at the faculty member's non-instructional rate, paid via NOHE.

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 on his or her Evaluation Review Report (Article 17.1.7), a follow-up evaluation shall be completed within a year.

17.3.4.1 A part-time faculty member who has preferential consideration (see Article 20.10.1) with an overall Needs Improvement 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 issues described in the Evaluation Review Report. A completed, signed Improvement Plan must be submitted with the evaluatee's Evaluation Review Report. It will remain attached to the Evaluation Review Report.

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

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

17.5 Early Childhood Education Lab School Teachers

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.

17.6 Temporary Full-Time Faculty

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

- 17.6.2 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 Committee Chair and members may be non-tenured full-time faculty members.
- 17.6.3 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 Evaluation Committee Chair and members may be non-tenured full-time faculty members.

17.7 Probationary Faculty Members

- 17.7.1 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.
- 17.7.2 Per CA Education Code 87605 and 87606, a probationary faculty member must provide service at least 75% of a year during each of the four years of the probationary period in order for that year to count toward tenure.
- 17.7.3 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 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 TERB shall designate a tenured faculty member from a related discipline to serve as Chair of the TEC.

- 17.7.4 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.
- 17.7.5 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.
- 17.7.6 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.
- 17.7.7 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 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 shall be submitted to the TERB office by the due date prescribed by the TERB-approved calendar.
- 17.7.8 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. The spring semester meeting shall be attended by the Chair of the TEC, at least one additional member of the committee, and the evaluatee.

- 17.7.9 The role of the TEC shall include mentoring, as well as evaluation of a faculty member's progress toward professional success.
- 17.7.10 The tenure and evaluation process is intended to contribute to the professional growth and success of probationary faculty members. To that end, the TEC will establish an Improvement Plan process.
- 17.7.11 An Improvement Plan shall be required when the faculty member, in the 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:
 - 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.
- 17.7.12 An Improvement Plan shall be required when the faculty member, in the Evaluation Review Report submitted at the end of the fall semester of his/her third year of probationary service, receives at least one element of performance marked as "Needs Improvement" or "Unsatisfactory" or "No."
- 17.7.13 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.
- 17.7.14 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 previous Improvement Plan
 - The faculty member is entering his/her final year of the probationary period.
- 17.7.15 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 Evaluation Review Report.

- 17.7.16 Improvement plans shall be generated 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.
- 17.7.17 No later than the end of the 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.
- 17.7.18 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).
- 17.7.19 The TEC shall determine the adequacy of progress demonstrated by the probationary faculty member under the Improvement Plan.
- 17.7.20 Improvement Plans are attached to the Tenure and Evaluation Review Report and become part of the official evaluation document.
- 17.7.21 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 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.

17.7.22 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 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) full-time, tenured faculty member and one alternate appointed by PFF
3. One (1) full-time, tenured faculty member and one alternate appointed by TERB, and
4. Three (3) full-time, tenured 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 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 or the first business day following to the Superintendent/President, Evaluatee, 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 or the first business day following.

17.7.6 EAC faculty members required to meet on non-contract days shall be compensated at their non-instructional rate.

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 two (1) business days. The evaluatee shall have two (2) business days from the time the letter is delivered to contact the TERB Coordinator to initiate the appeals process.

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 simple majority 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 The Department Chair/Director may request a re-evaluation or an out-of-cycle evaluation of a permanent faculty member during any semester of service due to documented concerns. These evaluations shall be conducted using student evaluations and shall include all elements of the Full-Time Evaluation Checklist as posted on the Tenure and Evaluations website. The Peer Review Committee (PRC)

for out-of-cycle evaluations must include a faculty member outside of the department, selected by TERB. If the documented concern is related to the department chair in their teaching role, TERB may initiate the out-of-cycle evaluation.

- 17.8.3 A PRC will be established for each permanent (regular) faculty member at least once in every three (3) years for regular cycle evaluations, 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 serve as Chair of the PRC, subject to approval by the TERB.
 - One (1) permanent faculty member from the evaluatee's department, or a related discipline, who shall be selected by the evaluatee.
 - Those being evaluated should not serve on PRCs for other faculty members on their own PRC during the same academic year.

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.

- 17.8.4 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 approved by TERB to serve as the Chair of the PRC (see Article 17.8.2).
 - The Department Chair of the secondary department (or his/her tenured designee).

- 17.8.5 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.

- 17.8.6 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 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.
- 17.8.7 For each permanent (regular) faculty member in a shared 50/50 percent load, two classroom observations, one in each discipline, shall be required.
- 17.8.8 The PRC's evaluation of the evaluatee and its preparation of the 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.
- 17.8.9 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 the Evaluation Review Reports with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee's discipline.
- 17.8.10 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.
- 17.8.11 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 process outlined in this Article shall not influence an individual faculty member's evaluation.

ARTICLE 18 - REDUCTION IN FORCE

- 18.1 The District may layoff tenured (regular) and/or probationary (contract) faculty members pursuant to relevant provisions of the Education Code, and shall determine all impacts and effects of any layoff, except that the District may not violate any specific and express term of this Agreement. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.
- 18.2 The District will inform the Federation of any pending layoff of tenured or probationary faculty members so that the Federation may have a reasonable opportunity to provide any input regarding the District's decision to layoff.
- 18.3 Eligibility for layoff of tenured or probationary faculty members is determined by the first date of paid service in a probationary position (Education Code §87414), the Faculty Service Area(s) ("FSA") held by the faculty member, and the District's competency criterion. The prior granting or use of an assigned "seniority number" by the District for the purpose of this Article is discontinued and is no longer in effect.

For those faculty members with the same first date of paid service in a probationary position in the District and the same FSA, the order of layoff (and re-employment) shall be determined by utilization of the following criteria:

- (1) Ten (10) points for an earned doctorate degree from an accredited university;
- (2) One (1) point for each semester of work in the District as an adjunct faculty member within the previous (10) years; and
- (3) One (1) point for each step on the regular salary schedule for full-time faculty granted for previous experience upon initial employment with the District as a probationary faculty member.

If there is still a "tie" after the utilization of those criteria, the Superintendent/President will determine the order of layoff by lot in the presence of a Union representative.

The layoff of certificated employees who are Early Childhood Education Lab School 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.

- 18.4 The FSA's in the 2001-2002 Faculty Manual in provision 176 on pages 86-94 shall continue to be the FSA's established in the District, except that the Governing Board of the District may add to, delete or modify the FSA's in that provision upon the positive recommendation of the Superintendent/President, and after both the Federation and the Faculty Senate have had a reasonable opportunity for input.
- 18.5 For purposes of any layoff of tenured or probationary faculty members, the District competency criterion shall be any recent (within the last ten (10) years unless FSA's mandate otherwise) successful performance within the FSA qualified for by the faculty member. To be successful there can be no overall unsatisfactory evaluation.
- 18.6 After initial employment, a faculty member may apply to the Assistant Superintendent/Vice President for Human Resource Services to add an FSA for which the faculty member qualifies. The burden of providing documentation and the burden of proof is with the faculty member. The denial of a requested FSA is subject to the grievance procedure (see Article 14) of this Agreement.
- 18.7 Re-employment rights of laid-off tenured or probationary faculty members are determined by relevant provisions of the Education Code.
- 18.8 A laid-off tenured or probationary faculty member 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.
- 18.9 A laid-off tenured or probationary faculty member 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.

ARTICLE 19 - PRE-RETIREMENT PROGRAM

The District will establish a pre-retirement program which will allow employment at a reduced load for full-time faculty members, consistent with the provisions of Education Code §87483 and §22713 (or Government Code §20815). If there is any conflict or inconsistency between any provision in this Article and the provision in the statute, the statutes will prevail. A full-time faculty member may reduce his/her workload to less than 100% under all of the requirements set out in Sections 19.1 through 19.4 below:

19.1 Eligibility

- 19.1.1 The faculty member must have been employed by the District as a full-time faculty member for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service. For the purposes of this Article, sabbatical leaves and other approved leaves of absence shall not constitute a break in service.
- 19.1.2 The faculty member shall have reached the age of fifty-five (55) years by the start of the semester in which the work reduction begins.
- 19.1.3 Prior to the implementation of the request to participate, the District shall verify with the State Teachers' Retirement System (STRS) or with the Public Employees' Retirement System (PERS), as appropriate, that the faculty member is eligible for the reduced workload program. If STRS or PERS determines that the faculty member is not eligible, the option of reduction in workload shall be denied.

19.2 Workload and Compensation

- 19.2.1 A pre-retirement program will require both a reduction in workload and a commensurate reduction in the yearly contract salary. The minimum employment shall be one-half (1/2) the number of days service required by the faculty member's yearly contract during the last year of service in a full-time position. This equivalency may be achieved through a fifty percent (50%) assignment or more each semester; a hundred percent (100%) assignment for one (1) semester and no second semester assignment; or any assignment which averages fifty percent (50%) or more for both semesters of the college year.
- 19.2.2 The salary paid the full-time faculty member on reduced load shall be a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of reduced load employment. The faculty member shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time status. The faculty member shall receive health benefits in the same manner as a full-time faculty member.

- 19.2.3 The participating faculty member during the period of reduced employment shall make contributions to the STRS or the PERS in the amount that the faculty member would have contributed had he/she performed creditable service on a full-time basis, and the District shall make contributions to the STRS or the PERS in the amount the District would have contributed had the faculty member performed creditable service on a full-time basis, subject to the rate adopted by the STRS or the PERS.

19.3 Term of Reduced Employment

- 19.3.1 The anticipated period of part-time employment shall be indicated by the faculty member at the time the option of reduced load employment is requested. The period of reduced load employment shall not exceed ten (10) years of employment for faculty members in the STRS and shall not exceed five (5) years of employment for faculty members in the PERS.
- 19.3.2 The period of reduced load employment shall not extend beyond the end of the college year during which the faculty member reaches his or her seventieth (70th) birthday for faculty members in the PERS. This provision does not apply to a faculty member in the STRS.

19.4 Adoption and Revocation

- 19.4.1 The option of participation in this program shall be exercised at the request of the eligible faculty member and can be revoked only with the written mutual consent of the faculty member and the District through its Assistant Superintendent/Vice President for Human Resource Services.
- 19.4.2 A faculty member who elects to participate in the pre-retirement program shall enter into a written agreement with the District covering the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Article and may be amended with the mutual consent of the District and the faculty member.

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 anew 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.
- 20.7.6 The District will provide reasonable accommodations for lactation to all faculty members at all District worksites, including a private place to pump or nurse (that is not a restroom) with electric outlets and seating, and access to a sink and refrigeration/storage for pumped milk.

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 or a legally enforceable subpoena, or other serious, emergent situation requiring immediate action. 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 The District shall not use any technology related to parking enforcement or campus safety (i.e. license plate readers or cameras) to monitor faculty whereabouts, locations, or hours spent on campus.

20.8.4 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 average of contact hours taught as a part-time instructor since date of part-time hire by the District (not including summer or intersessions). This number is individual per part-time faculty member, per department, and changes each year. In multidisciplinary departments the Department Chair or designee will be responsible for indicating the appropriate discipline per faculty member. Due to data limitations, this base load will be calculated from Fall 1999 on. The intent is to be as close to the base load as possible and practicable.

NON-CREDIT BASE LOAD: 75% of the average of hours worked/taught 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 year. This calculation is based on the fact that credit load is 15 hours and non-credit load is 20 hours, therefore the ratio is 75%. Due to data limitations, this base load will be calculated from Fall 1999 on.

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 faculty member and changes each year. Due to data limitations, this base load will be calculated from Fall 1999 on.

INTERRUPTION OF SERVICE: A break in service of 3 consecutive semesters (not including summer or intersessions) or more, for any reason excluding class cancellations or reassignment of accepted courses to full-time faculty.

INSTRUCTIONAL/NON-CREDIT 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. Due to data limitations, the PN will be calculated from Fall 1999 on. This number is individual per part-time faculty member, per discipline, and changes each year. Summer does not factor into PN calculation.

NON-INSTRUCTIONAL PRIORITY NUMBER (PN): calculated by multiplying the number of months worked/taught as a part-time faculty member since date of hire, without interruption of service, by the total number of hours worked/taught since date of hire. This number is individual per part-time faculty member and changes each year. Example: 61 hours worked/taught in the first month, 54 hours worked/taught in the second month, 70 hours worked/taught in the third month = 185 hours multiplied by 3 = PN of 555.

EXAMPLES:

Part Time Faculty Member A (all credit courses):

Taught Spring 2016 (6 units or contact hours/week) Fall 2016 (9 contact hours/week), Spring 2017 (6 contact hours/week) Fall 2017 (9 contact hours/week), Spring 2018 (6 contact hours/week), Summer 2018* (6 contact hours), Fall 2018 (3 contact hours) = 6 semesters taught. *Summer does not factor into PN or Base Load calculations.

- PN Calculation : 39 contact hours taught x 6 semesters = PN of 234
- Base Load Calculation : 39 contact hours taught / 6 semesters = Base Load of 6.5 contact hours/units

Part Time Faculty Member B (all noncredit courses):

Taught Fall 2016 (12 NC hours/week), Spring 2017 (10 NC hours/week), Fall 2017 (12 NC hours/week), Spring 2018 (10 NC hours/week), Summer 2018* (6 NC hours/week), Fall 2018 (NC hours/week), Spring 2019 (10 NC hours/week) = 6 semesters taught. *Summer does not factor into PN or Base Load Calculations.

Because the full load for noncredit (20 hours) is different than the full load for credit (15 hours), the hours counted for PN and Base Load will use a 15:20 ratio. Each noncredit hour will count as 75% of a credit hour.

- PN Calculation : 66 noncredit hours taught x .75 = 49.5 contact hours taught x 6 semesters taught = PN of 297
- Base Load Calculation : 44 noncredit hours taught x .75 = 49.5 contact hours taught / 6 semesters = Base Load of 8.25 ➔ 8 (round to the closest whole hour)

Part Time Faculty Member C (noncredit & credit assignments):

Taught Fall 2016 (5 contact hours/week + 4 NC hours/week), Spring 2017 (3 contact hours/week + 6 NC hours/week), Fall 2017 (5 contact hours/week + 4 NC hours/week), Spring 2018 (3 contact hours/week + 6 NC hours/week), Fall 2018 (12 NC hours/week), Spring 2019 (10 contact hours/week) = 6 semesters taught. Total : 32 NC hours/week and 26 units or contact hours/week.

Because the full load for noncredit (20 hours) is different than the full load for credit

(15 hours), the hours counted for PN and Base Load will use a 15:20 ratio. Each noncredit hour will count as 75% of a credit hour.

- PN Calculation : 32 noncredit hours taught x .75 = 24 contact hours taught + 26 units or contact hours = 50 total hours x 6 semesters taught = PN of 300
- Base Load Calculation : 32 noncredit hours taught x .75 = 24 contact hours taught + 26 units or contact hours = 50 total hours / 6 semesters = Base Load of 8.333 ➔ 8 (round to the closest whole hour)

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 and their priority number (PN) 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.

20.10.1 To receive preferential consideration a faculty member must achieve a rating of *Standard Professional Performance* or *Standard Professional Performance* or better in two consecutive peer evaluations in a single discipline at Palomar College (as provided in Article 17); and teach six 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.

20.10.1.1 The priority number (PN) can change each 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 eligibility for preferential consideration shall require a rating of *Standard Professional Performance* or better on two (2) consecutive 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. Part-time faculty members who decline or are not offered an assignment in these circumstances must notify the Department Chair in writing of their interest in being contacted for availability to teach in the subsequent semesters. The responsibility for notifying the Department

Chair of interest to teach lies with the part-time faculty member.

20.10.2 A 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 Human Resource Services to maintain and regularly update the PN and base load for part-time faculty in the department and provide it to the Department Chair before July 1 of each year. The department will inform part-time faculty members of their PN, ranking, and Base Load in each discipline in which they are eligible to teach before scheduling and staffing courses.

20.10.2.1 Initially, courses/hours 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 (up to one assignment or .3 load per round of offers) at the department's discretion. 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.

Each semester, the department chair may exclude the greater of: ten (10) percent of the total number of part-time assignments in the discipline (rounded to the nearest .20 FTEF) OR one (1) course section OR either (8) hours per week in a non-instructional area from being assigned using the parameters outlined in Article 20.10. Any use of this exception must be mutually agreed upon by the department chair and the dean.

20.10.2.2 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. The department/discipline specific criteria may be contained in the department bylaws.

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 be made 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, 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 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.
- 20.10.3 It is the responsibility of the Department Chair (or designee) 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. 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. Part-time faculty are guaranteed an offer of their baseload (give availability of sections) based on their PN, they are not guaranteed offers of any specific or preferred sites, days, times, or courses.
 - 20.10.3.1 The part-time faculty member must respond within three business days to requests for availability and to accept/decline offers of assignment. Failure to respond within three business days may result in the Department Chair moving on to the next person on the list.
 - 20.10.3.2 A part-time faculty member who is not actively teaching has the responsibility to inform their department chair via email that he/she would like to teach in subsequent semester.
- 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 from the District of three (3) consecutive semesters or more, for any reason, excluding class cancellations or reassignment of accepted courses to full-time faculty.

In addition, a part-time faculty member who falls under any of the above actions/situations may lose any previously assigned courses, may not serve on District Committees, and may not engage in PD activities arranged by the District.

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

- 20.10.5 Disagreement with assigned PN or base load must occur within one semester of the calculation, and must be initiated by the part-time faculty member to the Department Chair and Human Resource Services. If the disagreement is upheld, the correction to assignment will be made in the closest subsequent semester.

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 employed in that department 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.

Full-time faculty course assignments must follow the department course criteria as mentioned in Article 20.10.2.2.

- 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 Y-Rated Retiree and Emeritus Faculty Assignments

Y-Rated retiree and emeritus faculty members who are interested in teaching after retirement, and have fulfilled the required breaks in service mandated by STRS are entitled to up to one assignment or .3 load in the discipline they retired from after fulltime overload assignments are made if assignments are available, and before any part-time assignments are made.

20.12.1 Y-Rated retiree and emeritus faculty members will be evaluated as part-time faculty, following the guidelines in Article 17.3, with their first evaluation taking place in their first semester teaching in retirement.

20.12.2 Y-Rated retiree and emeritus faculty members are held to the standards of assignment and evaluation for part-time faculty as outlined in Article 20.10.

20.13 Special Faculty Assignments

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

20.13.2 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.

20.13.3 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.

20.14 Distance Education Teaching Assignments

All faculty, including full-time, and Y-rated or emeritus faculty, may only be assigned distance education courses if they meet the requirement for distance education teaching as outline in AP 4105.

20.15 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.

ARTICLE 21 - SAVINGS

- 21.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. The parties will meet and negotiate a replacement provision for the deleted provision within thirty (30) calendar days of receipt of an initial proposal by either party.
- 21.2 If any provision of this Agreement is contrary to or inconsistent with a federal or state law, because of a change to any such law, the parties will meet and negotiate a replacement provision within thirty (30) calendar days of receipt of an initial proposal by either party.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

- 22.1 This Agreement (including its appendices) shall supersede any policies, rules, regulations, procedures, and practices of the District which are inconsistent with this Agreement.
- 22.2 The District and the Union mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on those matters that were the subject of negotiations leading to this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement.
- 22.3 The District and the Union mutually agree that this Agreement shall be in full settlement of all issues which were the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the terms of this Agreement unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement.
- 22.4 Any policies, rules, regulations, procedures, and practices in conflict with the express terms of this Agreement shall be revoked by the District.

ARTICLE 23 - NO CONCERTED REFUSALS TO WORK

- 23.1 During the period following the ratification of this Agreement through June 30, 2022, neither the Palomar Faculty Federation (the "Union") nor the Union's officers shall authorize or advocate a strike, work stoppage or slowdown by members of the faculty bargaining unit.
- 23.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and agrees to make reasonable effort toward inducing all unit members to do so.

ARTICLE 24 - PROFESSIONAL RESPONSIBILITIES

- 24.1 Since the District is an equal employment opportunity institution and an equal educational opportunity institution, faculty members 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.
- 24.2 Faculty members 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.
- 24.3 Faculty members are expected to continue to develop their scholarly competence. Faculty members shall aspire to excellence.
- 24.4 Faculty members shall demonstrate respect for students as individuals and adhere to the faculty's role as intellectual guides and counselors. In this regard, faculty members shall insure that they and their students are academically honest.
- 24.5 Faculty members shall adhere to the highest academic standards and demand the same of their students.

ARTICLE 25 - INTELLECTUAL PROPERTY

25.1 Purpose

The District and the PFF have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District. None of the language in this Article applies to works wholly created by faculty members on their own time, outside of their assigned work schedule, without any use of District equipment and/or resources and intended for non-District use.

25.2 Definitions

- 25.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.
- 25.2.2 "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given. For any course offered by the PCCD, the official course outline of record (COR), as defined and approved by the Board of Trustees in accordance with Title 5, Sections 55000, 55001, 55002, and 55100, constitutes the Course and is owned by the District.

25.3 Works Covered

25.3.1 Types of works whose ownership and use are covered by this Article

This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment; and it addresses the use of those works by faculty members and the District.

25.3.2 Types of works not covered by this Article, and consequences of not being covered

This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does

not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member (works not made for hire), such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music. Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes. The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph 25.4.2.1 below, and the District is not authorized to use such works under paragraph 25.5.1.2 below.

25.4 Copyright Ownership

25.4.1 Ownership by Faculty Members

25.4.1.1 The copyrights to works created by faculty members will be owned by them, even if those works (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests) are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment (this includes works created by faculty members while on sabbatical leave from the District), unless the work is created under the circumstances described in paragraph 25.4.2.1 below.

25.4.1.2 In cases where RFP's and grants from outside agencies stipulate in the proposal or formal agreements with the district or college that materials developed as part of the project either remain the property of the outside agency or are to be shared or accessible outside of the district in some way, faculty who receive significant financial support to develop materials as part of the project will be advised before any materials development on their part takes place of this potential loss of ownership and/or future control of any materials developed under the auspices of said grant.

25.4.2 Ownership by District

The District will own the copyright to works created under the following circumstances:

25.4.2.1 Circumstances relating to substantial support by the District
The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support in excess of \$2500 over and above the cost of the faculty member's normal

compensation, office space, office computer, local telephone use, library use, laboratory use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall not be considered substantial support provided by the District. Payment for the development of a course ends after the initial offering of the course unless mutually agreed between the District and faculty. Additional work beyond the scope and time frame of a grant which enhanced a course developed under work for hire would not be considered to be part of the original work for hire and would remain the work of the faculty member.

25.4.2.2 Circumstances relating to the nature of the work

The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature. Ownership of a copyright does not preclude updating and/or revising the course. It is understood by the parties that courses are naturally dynamic.

25.4.3 Faculty Member's Option to Acquire Copyright

If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member who created the work shall have an option to acquire the work's copyright by paying the District an amount of money that shall be agreed upon in writing by the faculty member and the District at the time the District provides (or agrees to provide) that support, with the approval of the PFF. To exercise this option, the faculty member shall pay the District the agreed-upon amount; and the District shall immediately assign the work's copyright to the faculty member.

25.4.4 Process for Documenting District Ownership and Faculty Member's Option

25.4.4.1 If the District is to be the owner of the copyright to a work, the faculty member and the District should sign an agreement that contains the following clauses: "Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a 'work made for hire' as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District. "The work to which this agreement pertains is one that

will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work is titled or described as follows:_____."

- 25.4.4.2 If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, unless the District proves in arbitration (as provided in 26.8 below) that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.
- 25.4.4.3 If the District is to be the owner of the copyright to a work because it contributed substantial support, the agreement signed by the faculty member and District also should contain the following clause: "To exercise his or her option to acquire the copyright to the work identified above, the faculty member shall pay the District the sum of \$_____."
- 25.4.4.4 The amount to be paid by the faculty member to exercise his or her option to acquire a work's copyright may be adjusted from time to time, if for example the amount of the District's support increases (or decreases), but only if the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.
- 25.4.4.5 PFF shall approve any such agreements reached as described above.

25.5 Permitted Uses

25.5.1 Use of Work when Copyright is Owned by Faculty Member

25.5.1.1 Uses by faculty member

The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph 25.5.1.2 below), without any further authorization from the District.

25.5.1.2 Uses by District

It is the policy of the District to protect and not to infringe on the copyrights of others within or without the District community. Use of copyrighted works without permission of the owner may subject

the user and the District to liability from an infringement action or other possible causes of action. Accordingly, administration, faculty, staff, and students are required to restrict their use of copyrighted materials within the confines of District policies, District guidelines, applicable statutes, and relevant court decisions.

The rights of copyright owners are not exclusive; permission is not necessary for every use. Exceptions to the exclusive rights of copyright owners are numerous and, among others, include: "Fair Use" of copyrighted works; limited copying of computer programs; certain "Library Exemptions"; application of the "First Sale Doctrine" which allows one who buys a copyrighted work to display and resell it. This doctrine does not apply to sound recordings, computer programs, or distribution through a computer network or learning management system. Works that are covered under Creative Commons licenses also do not require permission to be used.

The District recognizes the importance of the use of copyrighted materials in fulfilling its educational mission. It is therefore the policy of the District to encourage proper use of copyrighted materials either through acquiring the permission of the copyright owner or under one of the legitimate exceptions outlined in the preceding paragraph. The District may do these things, but the District may not authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

25.5.2 Use of Work when Copyright is Owned by District

25.5.2.1 Uses by District

Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph 25.5.2.2 below), without any further authorization from the faculty members who created those works.

25.5.2.2 Uses by faculty member

Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, only within their scope of employment with the District in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks or drives on which they have been saved, or by installing them on computer networks); (2) to

distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions).

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

25.5.3 Use of Names of Faculty Members, District and Colleges

25.5.3.1 District's use of faculty member's name

The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason the faculty member does not wish for his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, as determined through negotiations between the District and the PFF, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

25.5.3.2 Faculty member's use of name of District or College

Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the

faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he or she should have, or identifies the District or College under circumstances when he or she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, as determined through negotiations between PFF and the District, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

25.6 Responsibilities

25.6.1 Registration of copyright

It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office, if the owner so chooses.

25.6.2 Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute "substantial support" from the District, so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.

25.6.3 Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work

If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which

they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.


- 25.7 Authorization of individual agreements the terms of which differ from those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be approved by the PFF.
- 25.8 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article 14, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

ARTICLE 26 – BROADCAST AND RECORDING INSTRUCTION


26.1. Broadcasting and Recording Instruction

Recording or broadcasting by the District of faculty instruction in any medium or format shall require the prior written consent of the faculty member. A consent to record shall not be construed as a consent to broadcast. A consent to broadcast instruction in real time (“live”) shall not be construed as a consent to record that instruction.

APPENDIX A – BARGAINING UNIT DESCRIPTION



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



<p>PALOMAR COMMUNITY COLLEGE DISTRICT,)</p> <p style="padding-left: 40px;">Employer,)</p> <p style="padding-left: 80px;">and)</p> <p>PALOMAR FACULTY FEDERATION,)</p> <p>CFT/AFT,)</p> <p style="padding-left: 40px;">Exclusive Representative.)</p>	<p>Type of Election:</p> <p style="padding-left: 20px;"><u>XX</u> Consent Agreement</p> <p style="padding-left: 20px;">_____ Directed Order</p> <p>Case Number: LA-RR-1060</p>
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CERTIFICATION OF REPRESENTATIVE

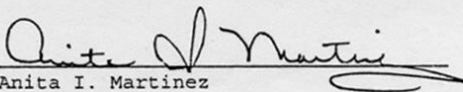
An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for the Palomar Faculty Federation, CFT/AFT, therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of January 2, 2001, that the Palomar Faculty Federation is the exclusive representative of all employees in the unit set forth in the attachment hereto.

Signed at Oakland, California

On the 5th day of January, 2001

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD



Anita I. Martinez
Regional Director

Attachment

Unit Title: Faculty Unit

Shall Include: All faculty (full-time, part-time, adjunct, contract or temporary), counselors, coaches, librarians, child care center teachers, department chairpersons; and directors and coordinators not specifically excluded.

Shall Exclude: Classified employees, the superintendent/president, assistant superintendent/vice presidents, deans, administrative interns, and also the following positions: Tutoring Services Program Coordinator, Director Escondido Education Center, Director Student Activities (or Affairs), Public Safety Coordinator, Director Student Health Services, Director Regional Occupational Programs, Director TRIO and Gear Up, Director Extended Opportunity Program & Services, Project Director/Coordinator Student Support Programs, Director Disabled Student Support Programs, Director Matriculation, Manager Education Center/Counselor, Director Enrollment Services, Director Library Media Center & Educational Television, Director Vocational Programs, Director Public Safety Police Department, Director Financial Aid & Scholarships, CalWORKS Project Manager, Director Athletics, Fire Technology Supervisor/Public Safety Programs, Director Institutional Research & Planning, Special Assistant to the President, Facility Planner, Director Extended Day Services Chief Advancement Officer/Vice President to the Foundation, Director Facilities, Director Auxiliary Services, Manager Human Resources, Counsel Contracts & Special Projects, Director Camp Pendleton/Fallbrook/Ramona Education Centers, Director Placement Services, Director Mt. Carmel/Poway Education Centers, Director Fiscal Services, Director Public Information, Director Informational Services, Director Information Systems, Director Child Development and Services Center, Director Public Services Program, and all management, supervisory and confidential employees.

Attachment

APPENDIX B – WORKLOAD SCHEDULE

Dept.	Division	Lecture	Lab
ARTS, MEDIA, AND BUSINESS ADMINISTRATION DIVISION			
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
	International Business	15	
	Legal Studies	15	15
	Real Estate	15	
Media Studies Department			
	Cinema	15	15
	Communications	15	
	Digital Broadcast Arts	15	18
	Journalism	15	15
	Photography	15	18
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 Manufacturing Technologies Department			
	Architecture	15	15
	Construction Inspection	15	20
	Drafting Technology	15	15
	Fashion Design and Merchandising	15	15
	Industrial Technology	15	15
	Interior Design	15	15
	Nutrition	15	15
Emergency Medical Education			
	Emergency Medical	15	18
	¹ EME 210 Hospital Clinical		30

¹ Formula based: Number of weeks X Number of students/3

	² EME 215 Field Internship		30
Occupational and Noncredit Programs			
	Noncredit courses	24	24
(Where noncredit course is taught concurrently with a credit class, the load for the credit class prevails)			
Public Safety Program			
	Administration of Justice	15	20
	Fire Technology	15	20
Trade and Industry Department			
	Air Conditioning and Refrigeration	15	15
	Auto Body	15	15
	Automotive Technology	15	15
	Cabinet and Furniture Technology	15	15
	Diesel Mechanic Technology	15	15
	Public Works Management	15	15
	Wastewater Technology Education	15	15
	Water Technology Education	15	15
	Welding	15	15
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 Department			
	Reading	15	15
Speech Communication/Forensics/ASL Department			
	American Sign Language	15	18
	Speech	15	18
World Languages 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
MATHEMATICS, SCIENCES, AND ENGINEERING 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

² Formula = 12 total hours per student (Ex. 3 students X 12 = 36 hours for class)

	Computer Science and Information Systems – Web Technology	15	15
Dental Assisting Program			
	Dental Assisting	15	15
Earth, Space, and Environmental Sciences Department			
	Astronomy	15	15
	Earth Sciences	15	15
	Geography	15	15
	Geology	15	15
	Oceanography	15	15
Life Sciences Department			
	Biology	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 and Kinesiology Department			
	Health	15	20
	Kinesiology	15	20
	Wellness/Fitness Lab		30
Library Department			
	Library Technology	15	15
	Librarian	30	30
Multicultural Studies Department			
	Africana Studies	15	15
	Chicano Studies	15	15
	Multicultural Studies	15	15
STUDENT SERVICES DIVISION			

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

APPENDIX D– SPOUSAL AND DOMESTIC PARTNERSHIP POLICY

Benefits for Spouses and “Domestic Partners”

- A. The District recognizes that employees have partners that are defined as “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring.” The District is committed to extending appropriate benefits to the partners of eligible employees, whether those partners are classified as “spouses” or “domestic partners.”
- B. For all instances in the contract, the term “spouse” or “domestic partner” shall be construed to read “spouse or domestic partner.” All benefits and rights accorded to spouses of faculty shall be conferred to domestic partners as defined in this Appendix. All rights and privileges accorded to faculty members in regards to their spouses shall also be conferred to domestic partners as defined in this Appendix. The definition of “spouse” and “domestic partner” in this Appendix shall supersede any other definition of spouse or domestic partner within the contract. The District shall recognize only one spouse or domestic partner per employee at a time.
- C. Eligible employees of the Palomar Community College District may receive paid health (medical, dental and vision) benefits for their spouses or domestic partners, upon written request, subject to any legal restrictions and the policies of the District’s health care providers and carriers, and subject to the requirements in this Appendix. Eligible employees for purposes of this Appendix are those regular employees who are currently eligible for health benefits under existing Board Policy or collective bargaining Agreement.
- D. The term “spouse” for purposes of this Appendix will include any couple who have been issued a legal certificate of marriage or valid certificate of civil union in accordance with *lex loci celebrationis*. In lieu of a certificate, the employee may file a copy of a legally filed state or federal tax return showing both partners in a marriage or civil union, or may file a written statement signed under penalty of perjury by both persons attesting to holding such marriage or civil union.
- E. The term “domestic partner” for purposes of this Appendix will include any “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring” but are otherwise not eligible to be called spouses under section D, above. The District will recognize that a domestic partnership shall be established when either: (i) the conditions under Provision A are met or (ii) **all** of the requirements of Provision B are met:

PROVISION A:

The District receives a copy of the registered form of the Declaration of Domestic Partnership that has been returned to the domestic partners from the California Secretary of State. (Family Code section 298.5). In lieu of filing the registered form, the employee may file a written statement signed by both partners under penalty of perjury attesting to holding a domestic partnership registered with the state of California.

PROVISION B:

- 1 Both partners have a common residence. The term “common residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
- 2 Both persons agree to be jointly responsible for each other’s basic living expenses incurred during the domestic partnership. The term “basic living expenses” means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person’s domestic partner. The term “joint responsibility” means that each partner agrees to provide for the other partner’s basic living expenses if the partner is unable to provide for himself or herself.
- 3 Neither person is married nor a member of another domestic partnership.
- 4 The two persons are not related by blood in any way that would prevent them from being married to each other in California.
- 5 Both persons are at least eighteen years of age.
- 6 Both persons are capable of consenting to the domestic partnership.
- 7 Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law with another individual that has not been terminated pursuant to applicable law.
- 8 The District receives a statement, signed under penalty of perjury by both partners who will receive benefits under this provision, stating that they meet the criteria of Provision B expressed in paragraphs 1-7, above.

- F. Eligible employees who do obtain health benefits for their domestic partners pursuant to this Appendix shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
- G. It is the intent of the Board that this Appendix be consistent with current law. Any part of this Appendix which is not consistent with current law shall be void. Any changes in applicable law which impacts this Appendix shall automatically modify this Appendix to ensure consistency.

APPENDIX E – GRIEVANCE & APPEAL FORM

Official Grievance & Appeal Form Palomar Faculty Federation

This Document Is Filed at:

___Step 1 – Division Dean

___Step 2 – Assistant Superintendent/Vice President for
___Instruction
___Student Services

___Step 3 – Assistant Superintendent/Vice President for Human Resources

___Step 4 – Mediation

___Step 5 – Binding Arbitration

Name of Grievant: _____ Department: _____

Date Grievance Occurred (or Discovered): _____

Representation:

_____ Grievant Is Representing Him/Herself at this Step

_____ The PFF Is Representing the Grievant at this Step
PFF Grievance Officer:

Contract Provision(s) Alleged to Have Been Violated:

Article _____ Section _____

Article _____ Section _____

Article _____ Section _____

Article _____ Section _____

Narrative of Events as Alleged by the Grievant:

[illegible]

_____(Attach additional pages, if necessary.)

Relevant Documents May Be Attached.

(Attach additional pages, if necessary.)

Date of Informal Conference with Administrator: _____
Name of Administrator: _____

Signature of Grievant: _____ Date: _____

Signature of PFF Grievance Officer: _____
(Not required if Grievant is representing him/herself)

ORIGINAL and One Copy to the Administrator
One Copy MUST Be Filed with the PFF

(Attach additional pages, if necessary).

Date: _____ Signature of Administrator: _____

APPENDIX F- EXTRA DUTY STIPEND SALARY SCHEDULE (Faculty Positions)
Effective Spring 2023

Extra Duty Position	Release Percentage (per fall & spring semesters unless otherwise noted)	Stipend Amount (per fall & spring semesters unless otherwise noted) (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)	Summer Stipend (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)
AODS Program Coordinator	20%		
Accreditation Faculty Tri-Chair [†]	40% for 5/7 years in cycle, 60% for 2/7 years in cycle (when working on ISER) (available to Faculty Senate for re-direction when co-chair not assigned)		
Archaeology Program Coordinator	20%		
Articulation Officer [†]	100% (11-month permanent)		10 hrs/wk for four (4) weeks @ Instructor's non-instructional hourly wage rate
ASL Lab Coordinator	20%		
CALM Coordinator	20%		
Career Center Coordinator	50%		
CFT Lab Coordinator	20%		
Credit for Prior Learning Coordinator	40%		
Dance Production Coordinator		48.5 hours*	
Dental Assisting Coordinator		\$103 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)	
EME Program Faculty Director _____ Lead Paramedic Instructor	60% _____	\$103 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)	EME 210, 211, 212, 215: \$103 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)
EOPS/CARE/CalWORKs/FYRST Coordinator	40%		
ESL Computer Lab Coordinator	27%		18 hours*

Extra Duty Position	Release Percentage (per fall & spring semesters unless otherwise noted)	Stipend Amount (per fall & spring semesters unless otherwise noted) (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)	Summer Stipend (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)
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	4 hrs/wk for six (6) weeks @ Instructor's non-instructional hourly wage rate
ESL Program Coordinators		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	6 hrs/wk for six(6) weeks @ Instructor's non-instructional hourly wage rate
ESL Tutor Coordinator [†]	60%		18 hours*
Equivalency Committee Chairperson	20%		Up to 10 hours*
Faculty Senate Council (Divided by Senate)	1.4 FTE		30 hours* (to be distributed by Senate for summer work by Council members)
Faculty Senate reassigned time appointed for any of the following positions: Distance Education Coordinator, Curriculum Co-Chair, EEDCC Chairs, Curriculum tech review, etc.	2.0 FTE (No position shall receive less than 20% reassigned time;		34 hours * (to be distributed by Senate for summer work among these positions)
Forensics Coordinators (4)	15% each	34.5 hours* each per year	
Lead Instructors for Paramedic Training		14.5 hours* for the full 10 month course	
Lead Instructors for EMT Training		4 hours* for the full course	
Learning Outcomes Coordinators (2)	40% each		
Liaison to the ECE Lab School	20%		3 hours/week for ten (10) weeks at instructor's non-instructional hourly wage
Math Center Coordinator [†]	60%		17.5 hours*
Assistant Math Center Coordinator [†]	40%		

Extra Duty Position	Release Percentage (per fall & spring semesters unless otherwise noted)	Stipend Amount (per fall & spring semesters unless otherwise noted) (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)	Summer Stipend (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)
MUS 220 Applied Music	Either 20% or stipend	27.25 hours*	
MUS 148 Palomar Chorale		9 hours*	
MUS 172 Repertory Jazz Ensemble		9 hours*	
MUS 151 Concert Band		9 hours*	
MUS 198 Palomar Symphony Orchestra (two stipends)		9 hours*	
MUS 184 Electronic Ensemble		9 hours*	
Nursing Department Evening/Weekend Orientation/Mentoring [§]		up to 37.25 hours* as accounted for in a Time and Effort Report	
Pride Center Coordinator	20%		
Phi Theta Kappa Advisor	20%		
Planetarium Coordinator and Assistant Coordinator	60% (total of 60% reassigned time to be shared by Coordinator and Asst. Coordinator)		
Professional Development (PD) Coordinator	80% (an additional 20% is provided for the 2 year NCHEA Coordinator position when it is Palomar's turn once every 6 years)		10 hrs/wk from July 1 through plenary @ instructor's non-instructional hourly wage rate
Puente English Faculty Co-Coordinator	27%		
Puente Counselor/Co-Coordinator	52%		
Sabbatical Leave Committee Chair		43.5 hours*	
Service Learning Program Coordinator	20%		
STEM Faculty Positions- grant-funded** (positions may include those outlined in any received STEM grants)	3.2 FTE		
Tenure and Evaluations (TERB) Coordinator ^{††}	80%		12 hrs/wk for six (6) weeks @ instructor's non-instructional hourly wage rate
Theatre Technical Coordinator and Scenic Designer		\$1500 per production	

Extra Duty Position	Release Percentage (per fall & spring semesters unless otherwise noted)	Stipend Amount (per fall & spring semesters unless otherwise noted) (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)	Summer Stipend (paid at the Grade C, Step 20 non-instructional rate unless otherwise noted*)
		as needed	
Transfer Center Coordinator	60%		
Umoja Coordinator	50%		
Umoja Counselor	Up to 100% (as outlined in UMOJA MOU)		
Umoja Faculty		10 hours* (ancillary duties if assigned to PT faculty)	
Women's Studies Program Coordinator	20%		
World Languages Computer Lab Coordinator	33%		
Writing Center Coordinator	60%		17.5 hours*

Notes:

In compliance with Article 4.1.14, a faculty member's work load (inclusive of teaching and grant activities) shall not exceed the equivalent of 140%. If a stipend is elected, this shall apply towards faculty load. Release time is release/reassignment as measured from a 40 hour work week as referenced in Article 4.

Faculty members filling extra duty positions are expected to follow program guidelines/goals as determined by the appropriate Dean with input from the Department Chair prior to the beginning of the term.

Any position with release time in Counseling that is under restricted funding will be removed from Appendix F and the total FTE will be adjusted accordingly if the restricted/designated funds are discontinued.

* Each 20% (.2) of FTE will be compensated with a stipend using the wage from Grade C, Step 20 in Academic Overload Salary Schedule- Non-Instructional Assignments multiplied by fifty-four (54) hours per semester 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 rate.

† The continuation of any/all grant and/or categorically funded assignment is dependent upon the funding of the grant and/or categorical program.

‡ The Articulation Officer will be able to apply for committees/any shared governance position requiring divisional representation as a representative of the division in which they hold MQs, whether or not they teach in that division. This is not applicable to the Faculty Senate, which has its own Constitution and election guidelines.

§ Hourly compensation 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 weekend/evening faculty).

** 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.

†† 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.

APPENDIX G – SALARY SCHEDULES

Part-Time Faculty – Instructional Assignments (FY 2019-20)
 Hourly Instructional Rate
 Effective 7.1.19

	Grade A	Grade B	Grade C	Grade D
Step 1	61.90	63.41	65.52	67.33
Step 2	65.52	67.33	69.16	70.97
Step 3	69.16	70.98	72.79	74.62
Step 4	72.79	74.62	76.43	78.26
Step 5	74.61	76.49	78.35	80.21
Step 6	76.48	78.40	80.31	82.22
Step 7	78.39	80.36	82.31	84.27
Step 8	80.35	82.38	84.37	86.37
Step 9	82.35	84.43	86.48	88.54
Step 10	84.41	86.54	88.64	90.75

Part-Time Faculty – Non-Instructional Assignments (FY 2019-20)
 Non-Instructional Hourly Rate
 Effective 7.1.19

	Grade A	Grade B	Grade C	Grade D
Step 1	61.90	63.41	65.52	67.33
Step 2	65.52	67.33	69.16	70.97
Step 3	69.16	70.98	72.79	74.62
Step 4	72.79	74.62	76.43	78.26
Step 5	74.61	76.49	78.35	80.21
Step 6	76.48	78.40	80.31	82.22
Step 7	78.39	80.36	82.31	84.27
Step 8	80.35	82.38	84.37	86.37
Step 9	82.35	84.43	86.48	88.54
Step 10	84.41	86.54	88.64	90.75

Academic Salary Schedule: 10-Month Employees Paid Over 10 Months (ACA)

Academic Salary Schedule (ACA)
10-month Employees paid over 10 months
Additional COLA - 3.26% (FY 2019-20)
Effective 7.1.19

	Grade B		Grade C		Grade D		Grade E		Grade F		Grade G		Grade H	
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
Step 1	62,885.77	6,288.58	65,761.80	6,576.18	68,634.35	6,863.44	71,506.87	7,150.69	74,377.47	7,437.75	76,480.87	7,648.09	78,018.45	7,801.85
Step 2	65,761.80	6,576.18	68,634.35	6,863.44	71,506.87	7,150.69	74,377.47	7,437.75	77,249.64	7,724.96	79,609.68	7,960.97	81,147.25	8,114.73
Step 3	68,634.35	6,863.44	71,506.87	7,150.69	74,377.47	7,437.75	77,249.64	7,724.96	80,122.18	8,012.22	82,742.12	8,274.21	84,279.69	8,427.97
Step 4	71,506.87	7,150.69	74,377.47	7,437.75	77,249.64	7,724.96	80,122.18	8,012.22	82,998.37	8,299.84	85,869.00	8,586.90	87,406.57	8,740.66
Step 5	74,377.47	7,437.75	77,249.64	7,724.96	80,122.18	8,012.22	82,998.37	8,299.84	85,869.00	8,586.90	88,997.58	8,899.76	90,535.16	9,053.52
Step 6	77,249.64	7,724.96	80,122.18	8,012.22	82,998.37	8,299.84	85,869.00	8,586.90	88,997.58	8,899.76	92,126.37	9,212.64	93,663.95	9,366.39
Step 7	80,122.18	8,012.22	82,998.37	8,299.84	85,869.00	8,586.90	88,997.58	8,899.76	92,126.37	9,212.64	95,254.97	9,525.50	96,792.55	9,679.25
Step 8	82,998.37	8,299.84	85,869.00	8,586.90	88,997.58	8,899.76	92,126.37	9,212.64	95,254.97	9,525.50	98,381.84	9,838.18	99,919.41	9,991.94
Step 9	85,869.00	8,586.90	88,997.58	8,899.76	92,126.37	9,212.64	95,254.97	9,525.50	98,381.84	9,838.18	101,514.30	10,151.43	103,051.88	10,305.19
Step 10	88,997.58	8,899.76	92,126.37	9,212.64	95,254.97	9,525.50	98,381.84	9,838.18	101,514.30	10,151.43	104,642.91	10,464.29	106,180.49	10,618.05
Step 11	92,126.37	9,212.64	95,254.97	9,525.50	98,381.84	9,838.18	101,514.30	10,151.43	104,642.91	10,464.29	107,771.88	10,777.19	109,309.46	10,930.95
Step 12	95,254.97	9,525.50	98,381.84	9,838.18	101,514.30	10,151.43	104,642.91	10,464.29	107,771.88	10,777.19	110,898.58	11,089.86	112,436.16	11,243.62
Step 13	98,381.84	9,838.18	101,514.30	10,151.43	104,642.91	10,464.29	107,771.88	10,777.19	110,898.58	11,089.86	114,027.34	11,402.73	115,564.91	11,556.49
Step 14	99,165.55	9,916.56	102,296.10	10,229.61	105,424.84	10,542.48	108,553.46	10,855.35	111,682.04	11,168.20	114,810.85	11,481.08	116,348.42	11,634.84
Step 15	99,949.05	9,994.91	103,079.40	10,307.94	106,206.62	10,620.66	109,335.23	10,933.52	112,465.75	11,246.57	115,592.60	11,559.26	117,130.18	11,713.02
Step 16	100,734.30	10,073.43	103,861.16	10,386.12	106,990.10	10,699.01	110,118.72	11,011.87	113,247.51	11,324.75	116,374.02	11,637.40	117,911.60	11,791.16
Step 17	101,516.05	10,151.61	104,645.02	10,464.50	107,773.64	10,777.36	110,902.22	11,090.22	114,029.09	11,402.91	117,157.85	11,715.79	118,695.43	11,869.54
Step 18	102,297.83	10,229.78	105,428.53	10,542.85	108,557.14	10,855.71	111,684.00	11,168.40	114,812.78	11,481.28	117,941.39	11,794.14	119,478.97	11,947.90
Step 19	103,081.50	10,308.15	106,208.36	10,620.84	109,338.73	10,933.87	112,467.68	11,246.77	115,596.28	11,559.63	118,726.78	11,872.68	120,264.36	12,026.44
Step 20	103,863.25	10,386.32	106,991.86	10,699.19	110,120.51	11,012.05	113,251.19	11,325.12	116,378.05	11,637.80	119,508.57	11,950.86	121,046.14	12,104.61
Step 21	104,646.77	10,464.68	107,775.37	10,777.54	110,904.32	11,090.43	114,031.01	11,403.10	117,161.54	11,716.15	120,290.14	12,029.01	121,827.72	12,182.77
Step 22	105,430.28	10,543.03	108,558.88	10,855.89	111,686.07	11,168.61	114,814.54	11,481.45	117,943.34	11,794.33	121,073.83	12,107.38	122,611.41	12,261.14
Step 23	106,213.78	10,621.38	109,340.83	10,934.08	112,469.44	11,246.94	115,598.05	11,559.80	118,728.76	11,872.88	121,855.57	12,185.56	123,393.15	12,339.32
Step 24	106,993.61	10,699.36	110,124.32	11,012.43	113,252.92	11,325.29	116,381.72	11,638.17	119,510.49	11,951.05	122,639.09	12,263.91	124,176.66	12,417.67
Step 25	107,777.11	10,777.11	110,906.11	11,090.61	114,036.43	11,403.64	117,163.48	11,716.35	120,294.01	12,029.40	123,422.80	12,342.28	124,960.38	12,496.04
Step 26	108,271.60	10,827.16	111,400.18	11,140.02	114,527.16	11,452.72	117,659.52	11,765.95	120,788.13	12,078.81	123,917.09	12,391.71	125,454.67	12,545.47
Step 27	108,765.57	10,876.56	111,894.53	11,189.45	115,021.36	11,502.14	118,151.90	11,815.19	121,282.42	12,128.24	124,409.29	12,440.93	125,946.87	12,594.69
Step 28	109,259.84	10,925.98	112,388.64	11,238.86	115,519.18	11,551.92	118,646.23	11,864.62	121,774.82	12,177.48	124,903.44	12,490.34	126,441.02	12,644.10
Step 29	109,753.99	10,975.40	112,882.77	11,288.28	116,011.56	11,601.16	119,140.16	11,914.02	122,268.77	12,226.88	125,397.72	12,539.77	126,935.29	12,693.53
Step 30	110,246.35	11,024.64	113,377.08	11,337.71	116,505.69	11,650.57	119,634.64	11,963.46	122,763.27	12,276.33	125,891.85	12,589.19	127,429.43	12,742.94
Step 31	110,740.51	11,074.05	113,871.20	11,387.12	116,997.87	11,699.79	120,128.60	12,012.86	123,257.22	12,325.72	126,386.18	12,638.62	127,923.76	12,792.38
Step 32	111,236.89	11,123.69	114,365.49	11,436.55	117,492.36	11,749.24	120,620.98	12,062.10	123,751.69	12,375.17	126,876.42	12,687.64	128,414.00	12,841.40
Step 33	111,731.18	11,173.12	114,859.46	11,485.95	117,986.31	11,798.63	121,115.27	12,111.53	124,243.89	12,424.39	127,370.58	12,737.06	128,908.16	12,890.82
Step 34	112,225.14	11,222.51	115,352.02	11,535.20	118,480.63	11,848.06	121,609.43	12,160.94	124,738.03	12,473.80	127,866.80	12,786.68	129,404.38	12,940.44
Step 35	112,717.54	11,271.75	115,846.13	11,584.61	118,974.75	11,897.47	122,103.54	12,210.35	125,232.33	12,523.23	128,360.94	12,836.09	129,898.52	12,989.85
Step 36	113,211.83	11,321.18	116,338.51	11,633.85	119,467.14	11,946.71	122,597.84	12,259.78	125,728.22	12,572.82	128,855.25	12,885.53	130,392.83	13,039.28
Step 37	113,705.80	11,370.58	116,832.82	11,683.28	119,961.43	11,996.14	123,090.04	12,309.00	126,222.51	12,622.25	129,347.63	12,934.76	130,885.21	13,088.52
Step 38	114,200.09	11,420.01	117,326.98	11,732.70	120,455.54	12,045.55	123,584.50	12,358.45	126,713.15	12,671.31	129,841.58	12,984.16	131,379.15	13,137.92
Step 39	114,692.29	11,469.23	117,820.93	11,782.09	120,949.69	12,094.97	124,080.22	12,408.02	127,207.10	12,720.71	130,336.06	13,033.61	131,873.64	13,187.36
Step 40	115,184.70	11,518.47	118,315.41	11,831.54	121,443.99	12,144.40	124,574.70	12,457.47	127,701.37	12,770.14	130,830.04	13,083.00	132,367.62	13,236.76

Column H represents the incorporation of the doctoral stipend and Column G

ACA - 10/10m

Academic Salary Schedule: 10-Month Employees Paid Over 12 Months (AC2)

Academic Salary Schedule (AC2)
10-month Employees paid over 12 months
Additional COLA - 3.26% (FY 2019-20)
Effective 7.1.19

	Grade B		Grade C		Grade D		Grade E		Grade F		Grade G		Grade H	
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
Step 1	62,885.77	5,240.48	65,761.80	5,480.15	68,634.35	5,719.53	71,506.87	5,958.91	74,377.47	6,198.12	76,480.87	6,373.41	78,018.45	6,501.54
Step 2	65,761.80	5,480.15	68,634.35	5,719.53	71,506.87	5,958.91	74,377.47	6,198.12	77,249.64	6,437.47	79,609.68	6,634.14	81,147.25	6,762.27
Step 3	68,634.35	5,719.53	71,506.87	5,958.91	74,377.47	6,198.12	77,249.64	6,437.47	80,122.18	6,676.85	82,742.12	6,895.18	84,279.69	7,023.31
Step 4	71,506.87	5,958.91	74,377.47	6,198.12	77,249.64	6,437.47	80,122.18	6,676.85	82,998.37	6,916.53	85,869.00	7,155.75	87,406.57	7,283.88
Step 5	74,377.47	6,198.12	77,249.64	6,437.47	80,122.18	6,676.85	82,998.37	6,916.53	85,869.00	7,155.75	88,997.58	7,416.47	90,535.16	7,544.60
Step 6	77,249.64	6,437.47	80,122.18	6,676.85	82,998.37	6,916.53	85,869.00	7,155.75	88,997.58	7,416.47	92,126.37	7,677.20	93,663.95	7,805.33
Step 7	80,122.18	6,676.85	82,998.37	6,916.53	85,869.00	7,155.75	88,997.58	7,416.47	92,126.37	7,677.20	95,254.97	7,937.91	96,792.55	8,066.05
Step 8	82,998.37	6,916.53	85,869.00	7,155.75	88,997.58	7,416.47	92,126.37	7,677.20	95,254.97	7,937.91	98,381.84	8,198.49	99,919.41	8,326.62
Step 9	85,869.00	7,155.75	88,997.58	7,416.47	92,126.37	7,677.20	95,254.97	7,937.91	98,381.84	8,198.49	101,514.30	8,459.53	103,051.88	8,587.66
Step 10	88,997.58	7,416.47	92,126.37	7,677.20	95,254.97	7,937.91	98,381.84	8,198.49	101,514.30	8,459.53	104,642.91	8,720.24	106,180.49	8,848.37
Step 11	92,126.37	7,677.20	95,254.97	7,937.91	98,381.84	8,198.49	101,514.30	8,459.53	104,642.91	8,720.24	107,771.88	8,980.99	109,309.46	9,109.12
Step 12	95,254.97	7,937.91	98,381.84	8,198.49	101,514.30	8,459.53	104,642.91	8,720.24	107,771.88	8,980.99	110,898.58	9,241.55	112,436.16	9,369.68
Step 13	98,381.84	8,198.49	101,514.30	8,459.53	104,642.91	8,720.24	107,771.88	8,980.99	110,898.58	9,241.55	114,027.34	9,502.28	115,564.91	9,630.41
Step 14	99,165.55	8,263.80	102,296.10	8,524.67	105,424.84	8,785.40	108,553.46	9,046.12	111,682.04	9,306.84	114,810.85	9,567.57	116,348.42	9,695.70
Step 15	99,949.05	8,329.09	103,079.40	8,589.95	106,206.62	8,850.55	109,335.23	9,111.27	112,465.75	9,372.15	115,592.60	9,632.72	117,130.18	9,760.85
Step 16	100,734.30	8,394.53	103,861.16	8,655.10	106,990.10	8,915.84	110,118.73	9,176.56	113,247.51	9,437.29	116,374.02	9,697.84	117,911.60	9,825.97
Step 17	101,516.05	8,459.67	104,645.02	8,720.42	107,773.64	8,981.14	110,902.22	9,241.85	114,029.09	9,502.42	117,157.85	9,763.15	118,695.43	9,891.29
Step 18	102,297.83	8,524.82	105,428.53	8,785.71	108,557.14	9,046.43	111,684.00	9,307.00	114,812.78	9,567.73	117,941.39	9,828.45	119,478.97	9,956.58
Step 19	103,081.50	8,590.13	106,208.36	8,850.70	109,338.72	9,111.56	112,467.68	9,372.31	115,596.28	9,633.02	118,726.78	9,893.90	120,264.36	10,022.03
Step 20	103,863.25	8,655.27	106,991.86	8,915.99	110,120.51	9,176.71	113,251.19	9,437.60	116,378.05	9,698.17	119,508.57	9,959.05	121,046.14	10,087.18
Step 21	104,646.77	8,720.56	107,775.37	9,046.12	110,904.32	9,242.03	114,031.01	9,502.58	117,161.54	9,763.46	120,290.14	10,024.18	121,827.72	10,152.31
Step 22	105,430.28	8,785.86	108,558.88	9,046.57	111,686.07	9,307.17	114,814.54	9,567.88	117,943.34	9,828.61	121,073.83	10,089.49	122,611.41	10,217.62
Step 23	106,213.78	8,851.15	109,340.83	9,111.74	112,469.44	9,372.45	115,598.05	9,633.17	118,728.76	9,894.06	121,855.57	10,154.63	123,393.15	10,282.76
Step 24	106,993.61	8,916.13	110,124.32	9,177.03	113,252.92	9,437.74	116,381.72	9,698.48	119,510.49	9,959.21	122,639.09	10,219.92	124,176.66	10,348.06
Step 25	107,777.11	8,981.43	110,906.11	9,242.18	114,036.43	9,503.04	117,163.48	9,763.62	120,294.01	10,024.50	123,422.80	10,285.23	124,960.38	10,413.36
Step 26	108,561.60	9,046.71	111,688.07	9,307.17	114,816.54	9,567.88	117,943.34	9,828.61	121,073.83	10,089.49	122,611.41	10,217.62	124,454.67	10,454.56
Step 27	108,765.57	9,063.80	111,894.53	9,324.54	115,021.36	9,585.11	118,151.90	9,845.99	121,282.42	10,106.87	124,409.29	10,367.44	125,946.87	10,495.57
Step 28	109,259.84	9,104.99	112,388.64	9,365.72	115,519.18	9,626.60	118,646.23	9,887.19	121,774.82	10,147.90	124,903.44	10,408.62	126,441.02	10,536.75
Step 29	109,753.99	9,146.17	112,882.77	9,406.90	116,011.56	9,667.63	119,140.16	9,928.35	122,268.77	10,189.06	125,397.72	10,449.81	126,935.29	10,577.94
Step 30	110,246.35	9,187.20	113,377.08	9,448.09	116,505.69	9,708.81	119,634.64	9,969.55	122,763.27	10,230.27	125,891.85	10,490.99	127,429.43	10,619.12
Step 31	110,740.51	9,228.38	113,871.20	9,489.27	116,997.87	9,749.82	120,128.60	10,010.72	123,257.22	10,271.44	126,386.18	10,532.18	127,923.76	10,660.31
Step 32	111,236.89	9,269.74	114,365.49	9,530.46	117,492.36	9,791.03	120,620.98	10,051.75	123,751.69	10,312.64	126,876.42	10,573.03	128,414.00	10,701.17
Step 33	111,731.18	9,310.93	114,859.46	9,571.62	117,986.31	9,832.19	121,115.27	10,092.94	124,243.89	10,353.66	127,370.58	10,614.21	128,908.16	10,742.35
Step 34	112,225.14	9,352.09	115,352.02	9,612.67	118,480.63	9,873.39	121,609.43	10,134.12	124,738.03	10,394.84	127,866.80	10,655.57	129,404.38	10,783.70
Step 35	112,717.53	9,393.13	115,846.13	9,653.84	118,974.75	9,914.56	122,103.54	10,175.29	125,232.33	10,436.03	128,360.94	10,696.74	129,898.52	10,824.88
Step 36	113,211.83	9,434.32	116,338.51	9,694.88	119,467.14	9,954.60	122,597.84	10,216.49	125,728.22	10,477.35	128,855.25	10,737.94	130,392.83	10,866.07
Step 37	113,705.80	9,475.48	116,832.82	9,736.07	119,961.43	9,996.79	123,090.04	10,257.50	126,222.51	10,518.54	129,347.63	10,778.97	130,885.21	10,907.10
Step 38	114,200.09	9,516.67	117,326.98	9,777.25	120,455.54	10,037.96	123,584.50	10,298.71	126,713.15	10,559.43	129,841.58	10,820.13	131,379.15	10,948.26
Step 39	114,692.29	9,557.69	117,820.93	9,818.41	120,949.69	10,079.14	124,080.22	10,340.02	127,207.10	10,600.59	130,336.06	10,861.34	131,873.64	10,989.47
Step 40	115,184.70	9,598.72	118,315.41	9,859.62	121,443.99	10,120.33	124,574.70	10,381.23	127,701.37	10,641.78	130,830.04	10,902.50	132,367.62	11,030.63

Column H represents the incorporation of the doctoral stipend and Column G

AC2 - 10/12m

Academic Salary Schedule: 11-Month Employees Paid Over 12 Months (AC1)

Academic Salary Schedule (AC1)
11-month Employees paid over 12 months
Additional COLA - 3.26% (FY 2019-20)
Effective 7.1.19

	Grade B		Grade C		Grade D		Grade E		Grade F		Grade G		Grade H	
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
Step 1	69,174.35	5,764.53	72,337.98	6,028.17	75,497.79	6,291.48	78,657.56	6,554.80	81,815.22	6,817.94	84,970.96	7,010.75	88,128.54	7,338.88
Step 2	72,337.98	6,028.17	75,497.79	6,291.48	78,657.56	6,554.80	81,815.22	6,817.94	84,970.96	7,010.75	88,128.54	7,338.88	91,298.21	7,608.18
Step 3	75,497.79	6,291.48	78,657.56	6,554.80	81,815.22	6,817.94	84,970.96	7,010.75	88,128.54	7,338.88	91,298.21	7,608.18	94,455.90	7,871.32
Step 4	78,657.56	6,554.80	81,815.22	6,817.94	84,970.96	7,010.75	88,128.54	7,338.88	91,298.21	7,608.18	94,455.90	7,871.32	97,618.34	8,144.92
Step 5	81,815.22	6,817.94	84,970.96	7,010.75	88,128.54	7,338.88	91,298.21	7,608.18	94,455.90	7,871.32	97,618.34	8,144.92	100,815.22	8,417.94
Step 6	84,970.96	7,010.75	88,128.54	7,338.88	91,298.21	7,608.18	94,455.90	7,871.32	97,618.34	8,144.92	100,815.22	8,417.94	104,015.22	8,691.48
Step 7	88,128.54	7,338.88	91,298.21	7,608.18	94,455.90	7,871.32	97,618.34	8,144.92	100,815.22	8,417.94	104,015.22	8,691.48	107,215.22	8,965.48
Step 8	91,298.21	7,608.18	94,455.90	7,871.32	97,618.34	8,144.92	100,815.22	8,417.94	104,015.22	8,691.48	107,215.22	8,965.48	110,415.22	9,239.48
Step 9	94,455.90	7,871.32	97,618.34	8,144.92	100,815.22	8,417.94	104,015.22	8,691.48	107,215.22	8,965.48	110,415.22	9,239.48	113,615.22	9,513.48
Step 10	97,618.34	8,144.92	100,815.22	8,417.94	104,015.22	8,691.48	107,215.22	8,965.48	110,415.22	9,239.48	113,615.22	9,513.48	116,815.22	9,787.48
Step 11	100,815.22	8,417.94	104,015.22	8,691.48	107,215.22	8,965.48	110,415.22	9,239.48	113,615.22	9,513.48	116,815.22	9,787.48	120,015.22	10,061.48
Step 12	104,015.22	8,691.48	107,215.22	8,965.48	110,415.22	9,239.48	113,615.22	9,513.48	116,815.22	9,787.48	120,015.22	10,061.48	123,215.22	10,335.48
Step 13	107,215.22	8,965.48	110,415.22	9,239.48	113,615.22	9,513.48	116,815.22	9,787.48	120,015.22	10,061.48	123,215.22	10,335.48	126,415.22	10,609.48
Step 14	109,082.11	9,090.18	112,525.71	9,377.14	115,967.32	9,663.94	119,408.80	9,950.73	122,850.25	10,237.52	126,291.93	10,524.33	129,729.51	10,808.46
Step 15	109,943.96	9,162.00	113,387.34	9,448.95	116,827.28	9,735.61	120,268.75	10,022.40	123,712.32	10,309.36	127,151.86	10,595.99	130,648.44	10,883.08
Step 16	110,807.73	9,233.98	114,247.27	9,520.61	117,689.11	9,807.43	121,130.60	10,094.22	124,572.27	10,381.02	128,011.43	10,667.62	131,549.00	10,957.75
Step 17	111,667.65	9,305.64	115,109.52	9,592.46	118,551.00	9,879.25	121,992.45	10,166.04	125,432.00	10,452.67	128,873.64	10,739.47	132,411.22	11,031.60
Step 18	112,527.61	9,377.30	115,971.38	9,664.28	119,412.85	9,951.07	122,852.40	10,237.70	126,294.06	10,524.50	129,735.53	10,811.29	133,273.11	11,105.43
Step 19	113,389.66	9,449.14	116,829.20	9,735.77	120,272.60	10,022.72	123,714.45	10,309.54	127,155.91	10,596.33	130,599.46	10,883.29	134,137.04	11,179.42
Step 20	114,249.57	9,520.80	117,691.04	9,807.59	121,132.56	10,094.38	124,576.31	10,381.36	128,015.85	10,667.99	131,459.42	10,954.95	134,997.00	11,253.08
Step 21	115,111.45	9,592.62	118,552.90	9,879.41	121,994.76	10,166.23	125,434.11	10,452.84	128,877.70	10,739.81	132,319.16	11,026.60	135,856.73	11,327.73
Step 22	115,973.31	9,664.44	119,414.77	9,951.23	122,854.67	10,237.89	126,295.99	10,524.67	129,737.67	10,811.47	133,181.22	11,098.43	136,718.79	11,401.57
Step 23	116,835.16	9,736.26	120,274.91	10,022.91	123,716.38	10,309.70	127,157.85	10,596.49	130,601.63	10,883.47	134,041.13	11,170.09	137,578.71	11,475.23
Step 24	117,692.97	9,807.75	121,136.76	10,094.73	124,578.21	10,381.52	128,019.90	10,668.32	131,461.54	10,955.13	134,902.99	11,241.92	138,440.57	11,549.05
Step 25	118,554.82	9,879.57	121,996.72	10,166.39	125,440.08	10,453.34	128,879.83	10,739.99	132,323.41	11,026.95	135,765.08	11,313.76	139,302.66	11,623.89
Step 26	119,098.77	9,924.90	122,540.19	10,211.68	125,979.88	10,498.32	129,425.48	10,785.46	132,866.95	11,072.25	136,308.80	11,359.07	140,168.61	11,698.20
Step 27	119,642.13	9,970.18	123,083.98	10,257.00	126,523.49	10,543.62	129,967.09	10,830.59	133,410.67	11,117.56	136,850.22	11,404.18	141,710.36	11,772.61
Step 28	120,185.82	10,015.49	123,627.50	10,302.29	127,071.10	10,589.26	130,510.85	10,875.90	133,952.30	11,162.69	137,393.78	11,449.48	143,252.92	11,847.92
Step 29	120,729.38	10,060.78	124,171.05	10,347.59	127,612.72	10,634.39	131,054.18	10,921.18	134,495.65	11,207.97	137,937.49	11,494.79	144,795.06	11,922.92
Step 30	121,270.99	10,105.92	124,714.78	10,392.90	128,156.26	10,679.69	131,598.11	10,966.51	135,039.59	11,253.30	138,481.04	11,540.09	146,337.31	12,000.28
Step 31	121,814.56	10,151.21	125,258.32	10,438.19	128,697.66	10,724.81	132,141.46	11,011.79	135,582.94	11,298.58	139,024.80	11,585.40	147,880.57	12,075.60
Step 32	122,360.58	10,196.72	125,802.04	10,483.50	129,241.59	10,770.13	132,683.08	11,056.92	136,126.86	11,343.90	139,564.06	11,630.34	149,423.89	12,150.89
Step 33	122,904.30	10,242.02	126,345.40	10,528.78	129,784.94	10,815.41	133,226.80	11,102.23	136,668.28	11,389.02	140,107.64	11,675.64	150,967.18	12,226.18
Step 34	123,447.65	10,287.30	126,887.22	10,573.93	130,328.69	10,860.72	133,770.37	11,147.53	137,211.83	11,434.32	140,653.48	11,721.12	152,510.47	12,301.47
Step 35	123,989.30	10,332.44	127,430.74	10,619.23	130,872.22	10,906.02	134,313.89	11,192.82	137,755.56	11,479.63	141,197.03	11,766.42	154,053.76	12,376.76
Step 36	124,533.01	10,377.75	127,972.36	10,664.36	131,413.86	10,951.15	134,857.63	11,238.14	138,301.04	11,525.09	141,740.78	11,811.73	155,597.05	12,451.05
Step 37	125,076.38	10,423.03	128,516.10	10,709.68	131,957.57	10,996.46	135,399.05	11,283.25	138,844.76	11,570.40	142,282.40	11,856.87	157,140.34	12,526.34
Step 38	125,620.10	10,468.34	129,059.68	10,754.97	132,501.10	11,041.76	135,942.95	11,328.58	139,384.46	11,615.37	142,825.73	11,902.14	158,683.63	12,601.63
Step 39	126,161.52	10,513.46	129,603.02	10,800.25	133,044.66	11,087.05	136,488.24	11,374.02	139,927.81	11,660.65	143,369.66	11,947.47	160,226.92	12,676.92
Step 40	126,703.17	10,558.60	130,146.95	10,845.58	133,588.39	11,132.37	137,032.17	11,419.35	140,471.50	11,705.96	143,913.04	11,992.75	161,770.21	12,752.21

Column H represents the incorporation of the doctoral stipend and Column G

AC1- 11/12m

Academic Overload Salary Schedule: Instructional Assignments (AOL)

Academic Overload Salary Schedule - Instructional Assignments (FY 2019-20)

Effective 7.1.19

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	62.17	62.17	62.17	62.17	62.17	62.17
Step 2	62.17	62.17	62.17	62.17	62.17	62.17
Step 3	62.17	62.17	62.17	62.17	62.17	62.17
Step 4	62.17	62.17	62.17	62.17	62.17	64.01
Step 5	62.17	62.17	62.17	62.17	64.01	66.36
Step 6	62.17	62.17	62.17	64.01	66.36	68.67
Step 7	62.17	62.17	64.01	66.36	68.67	70.97
Step 8	62.17	64.01	66.36	68.67	70.97	73.34
Step 9	64.01	66.36	68.67	70.97	73.34	75.64
Step 10	66.36	68.67	70.97	73.34	75.64	77.98
Step 11	68.67	70.97	73.34	75.64	77.98	80.30
Step 12	70.97	73.34	75.64	77.98	80.30	82.62
Step 13	73.34	75.64	77.98	80.30	82.62	84.95
Step 14	73.90	76.22	78.56	80.89	83.22	85.53
Step 15	74.50	76.80	79.15	81.46	83.79	86.12
Step 16	75.06	77.40	79.73	82.04	84.37	86.69
Step 17	75.64	77.98	80.30	82.62	84.95	87.30
Step 18	76.22	78.56	80.89	83.22	85.53	87.84
Step 19	76.80	79.15	81.47	83.79	86.12	88.43
Step 20	77.40	79.73	82.04	84.37	86.69	89.02
Step 21	77.98	80.30	82.62	84.95	87.30	89.59
Step 22	78.56	80.89	83.22	85.53	87.85	90.18
Step 23	79.15	81.47	83.79	86.12	88.43	90.75
Step 24	79.73	82.08	84.37	86.69	89.02	91.36
Step 25	80.30	82.62	84.95	87.30	89.59	91.92
Step 26	80.69	82.98	85.31	87.65	89.98	92.32
Step 27	81.04	83.34	85.67	88.04	90.33	92.66
Step 28	81.41	83.73	86.07	88.39	90.69	93.05
Step 29	81.76	84.09	86.43	88.75	91.07	93.40
Step 30	82.15	84.46	86.78	89.14	91.43	93.77
Step 31	82.50	84.82	87.17	89.49	91.79	94.13
Step 32	82.86	85.18	87.52	89.85	92.18	94.50
Step 33	83.25	85.57	87.88	90.21	92.53	94.88
Step 34	83.60	85.92	88.27	90.59	92.92	95.23
Step 35	83.98	86.30	88.62	90.97	93.27	95.61
Step 36	84.34	86.66	89.01	91.34	93.62	95.97
Step 37	84.72	87.02	89.36	91.69	94.03	96.33
Step 38	85.09	87.39	89.72	92.07	94.37	96.71
Step 39	85.46	87.76	90.10	92.42	94.74	97.09
Step 40	85.81	88.14	90.47	92.78	95.11	97.45

AOL

Academic Overload Salary Schedule: Non Instructional Assignments (AOLN)

Non-Instructional Academic Overload Salary Schedule - (FY 2019-20)

Non-Instructional Overload Hourly Rate

Effective 7.1.19

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	61.19	61.19	61.19	61.19	61.19	61.19
Step 2	61.19	61.19	61.19	61.19	61.19	61.19
Step 3	61.19	61.19	61.19	61.19	61.19	61.19
Step 4	61.19	61.19	61.19	61.19	61.19	63.03
Step 5	61.19	61.19	61.19	61.19	63.03	65.38
Step 6	61.19	61.19	61.19	63.03	65.38	67.68
Step 7	61.19	61.19	63.03	65.38	67.68	69.99
Step 8	61.19	63.03	65.38	67.68	69.99	72.35
Step 9	63.03	65.38	67.68	69.99	72.35	74.65
Step 10	65.38	67.68	69.99	72.35	74.65	76.99
Step 11	67.68	69.99	72.35	74.65	76.99	79.31
Step 12	69.99	72.35	74.65	76.99	79.31	81.63
Step 13	72.35	74.65	76.99	79.31	81.63	83.96
Step 14	72.92	75.23	77.57	79.90	82.24	84.54
Step 15	73.51	75.81	78.16	80.47	82.80	85.14
Step 16	74.08	76.41	78.74	81.05	83.38	85.70
Step 17	74.65	76.99	79.31	81.63	83.96	86.31
Step 18	75.23	77.57	79.90	82.24	84.54	86.85
Step 19	75.81	78.16	80.48	82.80	85.14	87.44
Step 20	76.41	78.74	81.05	83.38	85.70	88.04
Step 21	76.99	79.31	81.63	83.96	86.31	88.60
Step 22	77.57	79.90	82.24	84.54	86.86	89.20
Step 23	78.16	80.48	82.80	85.14	87.44	89.76
Step 24	78.74	81.09	83.38	85.70	88.04	90.37
Step 25	79.31	81.63	83.96	86.31	88.60	90.94
Step 26	79.70	81.99	84.33	86.66	88.99	91.33
Step 27	80.05	82.35	84.69	87.05	89.34	91.68
Step 28	80.43	82.75	85.08	87.40	89.70	92.07
Step 29	80.77	83.11	85.44	87.76	90.08	92.42
Step 30	81.17	83.47	85.79	88.15	90.44	92.78
Step 31	81.51	83.83	86.18	88.50	90.81	93.14
Step 32	81.88	84.20	86.53	88.86	91.20	93.52
Step 33	82.27	84.59	86.89	89.23	91.55	93.90
Step 34	82.61	84.93	87.28	89.60	91.94	94.24
Step 35	82.99	85.31	87.63	89.98	92.29	94.62
Step 36	83.35	85.67	88.02	90.36	92.63	94.98
Step 37	83.73	86.04	88.37	90.71	93.04	95.34
Step 38	84.11	86.40	88.73	91.08	93.39	95.72
Step 39	84.47	86.78	89.11	91.43	93.75	96.10
Step 40	84.82	87.15	89.49	91.79	94.13	96.46

APPENDIX H
PALOMAR COLLEGE ATHLETICS: COACHING MATRIX
Beginning Fall 2020

Extra Duty Sports	In-season Stipend	Step 1#	Step 2#	Step 3#	In-season Reassigned Time (Hours)	Post Season Compensation (% of Stipend)
Head Football Coach FALL	\$7,584.21				ACS Class (10)	10% p/wk
Lead Football Coaches	\$5,688.15					10% p/wk
Assistant Football Coaches	\$4,266.11					10% p/wk
Men's Head Basketball Coach WINTER	\$7,584.21				ACS Class (10)	10% p/wk
Men's Lead Basketball Coach	\$5,688.15					10% p/wk
Men's Assistant Basketball Coaches	\$4,266.11					10% p/wk
Women's Head Basketball Coach WINTER	\$7,584.21				ACS Class (10)	10% p/wk
Women's Lead Basketball Coach	\$5,688.15					10% p/wk
Women's Assistant Basketball Coaches	\$4,266.11					10% p/wk
Head Baseball Coach SPRING	\$7,584.21				ACS Class (10)	10% p/wk
Lead Baseball Coaches	\$5,688.15					10% p/wk
Assistant Baseball Coaches	\$4,266.11					10% p/wk
Head Softball Coach SPRING	\$7,584.21				ACS Class (10)	10% p/wk
Lead Softball Coaches	\$5,688.15					10% p/wk
Assistant Softball Coaches	\$4,266.11					10% p/wk
Head Wrestling Coach FALL	\$6,653.41				ACS Class (10)	10% p/wk
Lead Wrestling Coach	\$4,929.74					10% p/wk
Men's Head Swimming Coach SPRING	\$6,653.41				ACS Class (10)	10% p/wk
Men's Assistant Swimming Coach	\$4,929.74					10% p/wk
Women's Head Swimming Coach SPRING	\$6,653.41				ACS Class (10)	10% p/wk
Women's Assistant Swimming Coach	\$4,929.74					10% p/wk
Men's Head Volleyball Coach SPRING	\$4,791.83				ACS Class (10)	10% p/wk
Men's Lead Volleyball Coach	\$3,550.78					10% p/wk
Women's Head Volleyball Coach FALL	\$4,791.83				ACS Class (10)	10% p/wk
Women's Lead Volleyball Coach	\$3,550.78					10% p/wk
Men's Head Soccer Coach FALL	\$4,791.83				ACS Class (10)	10% p/wk
Men's Lead Assistant Soccer Coach	\$3,550.78					10% p/wk
Men's Assistant Soccer Coach	\$2,631.15					10% p/wk
Women's Head Soccer Coach FALL	\$4,791.83				ACS Class (10)	10% p/wk
Women's Lead Assistant Soccer Coach	\$3,550.78					10% p/wk
Women's Assistant Soccer Coach	\$2,631.15					10% p/wk

Extra Duty Sports	In-season Stipend	Step 1#	Step 2#	Step 3#	In-season Reassigned Time (Hours)	Post Season Compensation (% of Stipend)
Women's Head Track & Field Coach SPRING	\$5,054.23				ACS Class (10)	10% p/wk
Women's Lead Track & Field Coach	\$3,919.20					10% p/wk
Men's Head Water Polo Coach FALL	\$4,791.83				ACS Class (10)	10% p/wk
Men's Lead Water Polo Coach	\$3,550.78					10% p/wk
Women's Head Water Polo Coach FALL	\$4,791.83				ACS Class (10)	10% p/wk
Women's Lead Water Polo Coach	\$3,550.78					10% p/wk
Women's Head Beach Volleyball Coach SPRING	\$4,791.83				ACS Class (10)	10% p/wk
Women's Lead Beach Volleyball Coach	\$3,550.78					10% p/wk
Head Cheer Coach	\$3,885.26				ACS class (10)	

Note: A position or extra duty listed here does not mean it will be assigned during any given season(s).

Post Season Compensation: If a sport goes into post-season competition, stipend coaches will receive compensation of 10% of their listed stipend per week during this period of time.

***Swimming Teams:** Men's and Women's swimming teams compete in the same season, at the same location however athletes train and compete for different events (endurance, sprints, relays, strokes, etc.), which calls for an assistant coaching level.

Step increases in compensation to be negotiated in the future.

Coaching Levels

Level 1

- **Head Coach**
 - Position carries highest level of responsibility for/to the program.
 - Responsible for entire sports program in-season/off-season.
 - Oversees academic issues (w/ AD and Academic Advisor), recruiting, assistant coaches, equipment personnel, and works with training staff.

Level 2

- **Lead Coaches**
 - Responsible for coordinating a specific part of the team or players.
 - Sport specific in most instances.
 - Position carries moderate to high level of responsibility to the program based on the HC evaluation of that person's ability to perform.

Level 3

- **Assistant Coaches**
 - Responsible for coaching a specific position or players on a team.
 - Responsibility to the program based on the HC evaluation of that person's ability to perform.

Stipends

- **Stipend Limitations:** Head Coach, Lead/Coordinator, or Assistant Coach may be awarded less than two (2) coaching stipends or Reassigned times per semester if special circumstances exist.

- Coaching Levels, assignments, or stipends are not based on seniority. They are based on an evaluation of the skill level and competency of the coach and categorized in one (1) of the Levels defined in Appendix H.
- Stipends are based on a 'primary' coaching assignment for the season of sport.
- Contract or regular faculty members initially hired as coaches and instructors within the Kinesiology department are not eligible for reassignment from their coaching assignments without extraordinary circumstances and mutual agreement or approval of the Dean, Athletic Director, and Kinesiology/Health Department Chair due to the replacement of class scheduling and assigned time.
- Swimming men's and women's teams compete in the same season at the same location and train together except athletes train for different events (endurance, sprints, relays, strokes, etc.) which calls for an assistant coaching level.

APPENDIX J – RETIREE BENEFITS SCHEDULE

RETIREMENT HEALTH AND DENTAL PLANS & PARTNER ELIGIBILITY

DOMESTIC PARTNER ELIGIBILITY

Who Is Eligible

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

RETIREMENT HEALTH AND DENTAL PLANS

GROUP I

Full-time employees hired prior to March 1, 1994 working at least ten (10) months within a year who retire at age 55 or above (STRS participants) and who have been employed at Palomar College for twenty (20) or more consecutive years will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires for the life of the retiree. These benefits will be fully employer-paid for those who retired on or prior to October 1, 2020. For those who retired after, the retiree contribution will be the same as for active employees on the date of retirement.

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

Dental coverage will continue for retiree and eligible dependents for the life of the retiree. These benefits will be fully employer-paid for those who retired on or prior to October 1, 2020. For those who retired after the retiree contribution will be the same as for active employees on the date of retirement.

Options:

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

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

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

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

- a) Hired prior to March 1, 1994, who retire at age 55 or above (STRS participants) and have been employed at Palomar College for ten (10) consecutive years, but less than twenty (20) consecutive years; or
- b) Hired on or after March 1, 1994, who retire at age 55 or above (STRS participants) and who have been employed at Palomar College for ten (10) consecutive years or more, will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires until the retiree has reached the age of 65. These benefits will be fully employer-paid for those who retired on or prior to October 1, 2020. For those who retired after, the retiree contribution will be the same as for active employees on the date of retirement.

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

Dental coverage will continue for retiree and eligible dependents for the life of the retiree. These benefits will be fully employer paid for those who retired on or prior to October 1, 2020. For those who retired after, the retiree contribution will be the same as for active employees on the date of retirement.

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

GROUP III Employees who terminate with less than ten (10) consecutive years of employment at Palomar College are not entitled to District-paid retirement health benefits. However, under current legislation, they are entitled to purchase, at their own expense, health and dental insurance (at group rates plus a small administrative fee) for a specified period of time (see COBRA below).

COBRA

CONTINUATION HEALTH AND DENTAL BENEFIT COVERAGE

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

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

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

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

- a) Eighteen (18) months after the date of employment termination (other than for reasons of gross misconduct) or reduction of hours worked which renders the employee ineligible for coverage;
- b) Thirty-six (36) months after the date of any other qualifying event;
- c) The date the employer ceases to provide any group health plan to any employee;
- d) The date the employer fails to receive any required premium payment when due;
The date the employee or dependent becomes a covered employee under any other group health plan or eligible for Medicare;
- e) The date a divorced or widowed spouse remarries and becomes covered under another group health plan.

APPENDIX L
EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS

1. INTRODUCTION

- 1.1 Palomar College academic employees employed to deliver early childhood education in the college's Early Childhood Education Lab Schools shall hereinafter be known as Early Childhood Education Lab School (ECELS) Teachers, Master Teachers, Site Supervisors, and 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.
- 1.3 This Appendix applies to all ECELS employees who are a part of the bargaining unit: as specified in Article 1.1 and part-time NOHE employees. This does not include those with a status of short-term hourly or student workers.

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 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 health benefits programs (in terms of service levels) for all full-time ECELS, as is done for all full-time contract employees of the District as outlined in Article 16. These benefit programs include medical, dental, vision, long term care, life insurance and long-term disability. The District will fully pay for all employer contributions to medical, dental, vision, long term care, life insurance and long-term disability out of the general fund via a contribution to Fund 33 at the end of each fiscal year. The parties agree to work collaboratively and in a timely manner to control future health care costs and consider plan changes that are necessary to control these costs.

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
- Retention of their existing Palomar email account, unless otherwise determined by the Vice President of Human Resources as based on extenuating circumstances such as existing or anticipated litigation or disciplinary related matters that would require issuance of a new email account.
- The opportunity to audit or enroll in up to six units persemester at Palomar College, given that there is room available in the class(es).

4.2.2 The above benefits shall be provided by the District at no cost to the

Emeritus ECELS Teachers.

4.3 Part-time ECELS Employees

Part-time ECELS employees shall have the opportunity to receive health benefits as outline in the chart in Article 16.1.1.

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 schoolyear. 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) businessdays 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 they are unable to perform the essential duties of their 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 ECELS, 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 site may take vacation leave at the same time. Employees will arrange vacation leave with the ECELS Coordinator and/or the appropriate Site Supervisor 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 Part-Time (NOHE) Requests for Leave

Part-time (NOHE) Teachers accrue sick leave as outlined in 5.3.2, but do not accrue vacation time. Part-time (NOHE) Teachers may request up to five (5) days per academic year of personal unpaid leave. Leave must be requested from the Coordinator and/or Site Supervisor at least two (2) weeks in advance. Requests may be denied due to staffing shortages or ratios concerns only (see 5.14.5).

15.16 Center Breaks

15.16.1 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.

15.17 Breaks

15.17.1 One paid fifteen-minute break is allowed for each four-hour workperiod.

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.

15.17.2 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.

15.18 State Teachers' Retirement System ("STRS")

15.18.1 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 CHILDHOODEDUCATION 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. Actions that could lead to Type A Citations from CommunityCare 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:

1. In the first four-year probationary period, the ECELS Teachers will be annually evaluated using the probationary evaluation forms found in Appendix K.
2. After the probationary period, professional evaluations will be conducted every three years using the permanent evaluation forms found in Appendix K.
3. 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 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:

1. ECELS Coordinator (Committee Chair)
2. ECELS Liaison or designee
3. An ECELS Teacher
4. 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 (2) 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 Part-Time ECELS Employees (NOHE)

17.5.1 Part-time employees represented by the PFF will be evaluated using the ECELS Part-Time Employee Review Report within the first 60 days of employment at the ECELS and at least once a year based on the employee's anniversary date.

17.5.1.1 The ECELS Part-Time Employee Review Report is available in the ECELS Operational Manual.

17.5.2 The Coordinator and/or Site Supervisor will complete the ECELS Part-Time Employee Review Report and in the process will seek feedback from the part-time employee's classroom Master Teacher or AreaLead

prior to completing the Review Report. The findings presented on the ECELS Part-Time Employee Review Report are based on the Master Teacher/Area Lead feedback, classroom and/or feedback received from parents, other employees, or ECELS administrators.

17.5.3 The Coordinator or Site Supervisor (or his/her designee) may request a re-evaluation or an out-of-cycle evaluation of a part-time employee at the ECELS at any time. These evaluations may be conducted due to a significant change and/or incident involving the employee's work and will include all elements of the ECELS Part-Time Employee Review Report.

17.6 Promotions

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

17.6.2 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.

17.6.3 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 ECELS Full-Time Teacher salary schedules will reflect any percentage increases in compensation per Article 15 and Appendix G.

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.

18.2.6.1 Grade Moves

- C1 – Teacher with CTC Child Development Permit
- C – Teacher with Associates Degree or higher
- D1 – Master Teacher with Associates Degree
- D – Master Teacher with Bachelor's Degree or higher
- E – Site Supervisor
- F – Coordinator position

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 ECELS Meetings and Events

In order to maintain Community Care Licensing ratios, as well as provide a high quality program for children and families, there are times when it can be difficult to maintain a strict 40-hour week schedule for the ECELS Teachers. At various points in time throughout the year, ECELS Teachers need to participate in meetings and after hour events. It is difficult to schedule the Extra Duty Time Off during the same week as the event. These extra hour meetings and events are typically standard on an annual basis and consist of the following: regular Friday staff meetings that shorten lunch breaks by 30 minutes to assist with teacher/child ratios, Parent Orientation, Open House, and Family Fun Night.

Full-time Lead Classroom Teachers:

1.) Regular Staff Meetings: .5 hour x 20 per year= 10 hours

2.) Parent Orientation: 1 hour x 1 per year= 1 hour

3.) Open House: 1.5 hours x 2 per year= 3 hours

4.) Family Fun Night: 2 hours x 1 per year= 2 hours

Total 16 hours= 2 days per year (July 1 to June 30) of Extra Duty Time Off

Due to additional preparation and ensuring final clean-up of events, locking of facilities, and meeting the overall need of the event, the Coordinator and Site Supervisor positions will have an extra four hours per year to ensure successful events.

Full-time Coordinator and Site Supervisors:

1.) Regular Staff Meetings: .5 hour x 20 per year= 10 hours

2.) Parent Orientation: 2 hours x 1 per year= 2 hour

3.) Open House: 2.5 hours x 2 per year= 5 hours

4.) Family Fun Night: 3 hours x 1 per year= 3 hours

Total 20 hours= 2.5 days per year (July 1 to June 30) of Extra Duty Time Off

An ECELS Teacher may request these Extra Duty Time Off Meetings and Events as a whole day off (and one half day for Coordinator and Site Supervisors) not in hourly increments. These days can be combined with other leaves. The Coordinator must receive the Extra Duty Request Leave form at least two weeks in advance for approval and to arrange substitutes. The Coordinator will keep track of Extra Duty Time Off requests on an annual basis. It is suggested the employee use their Extra Duty Time Off as their first requested leave for the school year. Extra Duty Time Off cannot be carried over from one school year to the next year (July to June).

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.

ECELS Teachers shall adhere to the highest academic standards.

25.4 The District requires each employee to adhere to all applicable laws and regulations associated with the teaching of minor children.

12 Month Early Childhood Education Lab School Teacher Schedule (CDA)

Additional COLA - 3.26% (FY 2019-20)

Effective 7.1.19

Early Childhood Education (ECE) Lab School Salary Schedule Full Time 12-Month Teachers Paid Over 12 Months

	Grade C1		Grade C		Grade D1		Grade D		Grade E		Grade F	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Step 1	3,067.31	36,807.77	3,502.63	42,031.56	3,997.95	47,975.35	4,325.79	51,909.52	5,148.76	61,785.15	5,976.93	71,723.21
Step 2	3,237.44	38,849.33	3,665.21	43,982.53	4,158.04	49,896.44	4,490.94	53,891.27	5,316.55	63,798.56	6,139.56	73,674.75
Step 3	3,397.58	40,770.97	3,832.85	45,994.15	4,325.70	51,908.34	4,655.96	55,871.56	5,481.57	65,778.83	6,302.17	75,626.02
Step 4	3,480.48	41,765.75	3,915.54	46,986.47	4,404.52	52,854.20	4,739.18	56,870.14	5,562.82	66,753.81	6,386.46	76,637.48
Step 5	3,565.17	42,781.99	3,995.50	47,946.05	4,485.86	53,830.30	4,818.67	57,823.98	5,644.15	67,729.80	6,469.81	77,637.68
Step 6	3,644.10	43,729.15	4,077.29	48,927.51	4,571.85	54,862.18	4,902.79	58,833.48	5,726.43	68,717.16	6,551.93	78,623.14
Step 7	3,725.31	44,703.68	4,157.99	49,895.82	4,655.96	55,871.56	4,986.18	59,834.18	5,809.30	69,711.56	6,632.44	79,589.25
Step 8	3,811.42	45,737.07	4,240.90	50,890.85	4,741.04	56,892.45	5,068.26	60,819.14	5,891.90	70,702.76	6,717.40	80,608.79
Step 9	3,895.46	46,745.55	4,325.79	51,909.53	4,823.68	57,884.11	5,148.81	61,785.72	5,976.93	71,723.21	6,800.05	81,600.61
Step 10	3,975.03	47,700.41	4,408.24	52,898.82	4,906.51	58,878.11	5,233.73	62,804.81	6,057.37	72,688.48	6,882.87	82,594.46
Step 11	4,055.60	48,667.19	4,493.38	53,920.59	4,986.16	59,833.90	5,316.55	63,798.56	6,139.56	73,674.75	6,965.20	83,582.35
Step 12	4,073.57	48,882.89	4,510.49	54,125.91	5,005.05	60,060.59	5,335.99	64,031.90	6,157.77	73,893.26	6,983.27	83,799.24
Step 13	4,092.17	49,106.00	4,529.09	54,349.03	5,023.64	60,283.68	5,354.58	64,255.01	6,176.36	74,116.37	7,001.86	84,022.35
Step 14	4,110.76	49,329.10	4,547.68	54,572.14	5,042.23	60,506.80	5,373.18	64,478.12	6,194.96	74,339.47	7,020.45	84,245.45
Step 15	4,129.35	49,552.21	4,566.27	54,795.24	5,060.83	60,729.91	5,391.77	64,701.23	6,213.55	74,562.58	7,039.05	84,468.56
Step 16	4,147.94	49,775.32	4,584.86	55,018.35	5,079.42	60,953.01	5,410.36	64,924.33	6,232.63	74,791.57	7,057.64	84,691.67
Step 17	4,166.54	49,998.43	4,603.46	55,241.46	5,098.01	61,176.12	5,428.95	65,147.44	6,250.73	75,008.79	7,076.23	84,914.77
Step 18	4,185.13	50,221.54	4,622.05	55,464.56	5,116.60	61,399.23	5,447.54	65,370.54	6,269.33	75,231.90	7,094.82	85,137.88
Step 19	4,203.72	50,444.64	4,640.64	55,687.67	5,135.19	61,622.33	5,466.14	65,593.65	6,287.92	75,455.02	7,113.42	85,361.00
Step 20	4,222.31	50,667.75	4,659.23	55,910.78	5,153.79	61,845.44	5,484.73	65,816.76	6,306.51	75,678.11	7,132.01	85,584.09

CDA

Early Childhood Education (ECE) Lab School Salary Schedule **Full Time 11-Month Teachers Paid Over 12 Months**

11 Month Early Childhood Education Lab School Salary Schedule (CD1) Additional COLA - 3.26% (FY 2019-20) Effective 7.1.19

	Grade C1		Grade C		Grade D1		Grade D		Grade E		Grade F	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Step 1	2,811.70	33,740.46	3,210.74	38,528.93	3,664.79	43,977.46	3,965.31	47,583.73	4,719.70	56,636.39	5,478.86	65,746.28
Step 2	2,967.66	35,611.88	3,359.78	40,317.32	3,811.53	45,738.39	4,116.69	49,400.33	4,873.50	58,482.01	5,627.93	67,535.19
Step 3	3,114.45	37,373.39	3,513.44	42,161.31	3,965.22	47,582.70	4,267.97	51,215.60	5,024.77	60,297.26	5,776.99	69,323.86
Step 4	3,190.44	38,285.27	3,589.24	43,070.93	4,037.47	48,449.63	4,344.25	52,130.97	5,099.25	61,190.99	5,854.25	70,251.02
Step 5	3,268.07	39,216.83	3,662.55	43,950.55	4,112.04	49,344.44	4,417.11	53,005.32	5,173.80	62,085.65	5,930.66	71,167.87
Step 6	3,340.42	40,085.05	3,737.52	44,850.22	4,190.86	50,290.26	4,494.22	53,930.69	5,249.23	62,990.73	6,005.93	72,071.21
Step 7	3,414.86	40,978.38	3,811.49	45,737.84	4,267.96	51,215.55	4,570.67	54,848.00	5,325.19	63,902.26	6,079.73	72,956.81
Step 8	3,493.80	41,925.65	3,887.50	46,649.95	4,345.95	52,151.44	4,645.91	55,750.88	5,400.91	64,810.86	6,157.62	73,891.40
Step 9	3,570.84	42,850.08	3,965.31	47,583.73	4,421.70	53,060.40	4,719.74	56,636.91	5,478.86	65,746.28	6,233.38	74,800.56
Step 10	3,643.78	43,725.38	4,040.88	48,490.59	4,497.64	53,971.67	4,797.59	57,571.07	5,552.59	66,631.10	6,309.30	75,711.58
Step 11	3,717.63	44,611.59	4,118.93	49,427.21	4,570.64	54,847.71	4,873.50	58,482.01	5,627.93	67,535.19	6,384.76	76,617.16
Step 12	3,734.11	44,809.32	4,134.62	49,615.42	4,587.96	55,055.54	4,891.33	58,695.90	5,644.62	67,735.49	6,401.33	76,815.97
Step 13	3,751.15	45,013.83	4,151.66	49,819.94	4,605.01	55,260.10	4,908.37	58,900.42	5,661.67	67,940.00	6,418.37	77,020.49
Step 14	3,768.20	45,218.34	4,168.70	50,024.46	4,622.04	55,464.52	4,925.41	59,104.94	5,678.71	68,144.51	6,435.42	77,225.00
Step 15	3,785.24	45,422.86	4,185.75	50,228.97	4,639.09	55,669.08	4,942.46	59,309.46	5,695.75	68,349.03	6,452.46	77,429.51
Step 16	3,802.28	45,627.38	4,202.79	50,433.49	4,656.14	55,873.64	4,959.50	59,513.97	5,713.24	68,558.94	6,469.50	77,634.03
Step 17	3,819.32	45,831.89	4,219.83	50,638.01	4,673.17	56,078.07	4,976.54	59,718.49	5,729.84	68,758.06	6,486.54	77,838.54
Step 18	3,836.37	46,036.41	4,236.88	50,842.51	4,690.22	56,282.63	4,993.58	59,922.99	5,746.88	68,962.58	6,503.59	78,043.06
Step 19	3,853.41	46,240.92	4,253.92	51,047.03	4,707.27	56,487.19	5,010.63	60,127.51	5,763.92	69,167.10	6,520.63	78,247.58
Step 20	3,870.45	46,445.43	4,270.96	51,251.55	4,724.30	56,691.61	5,027.67	60,332.03	5,780.97	69,371.60	6,537.67	78,452.09

CD1

ECELS Part Time Teachers

ECE Lab School Part Time Teachers (blue sheet)

Effective September 2022 (Governing Board ratified 9/6/2022)

	Grade B Associate Teacher Permit	Grade C1 Teacher Permit	Grade C Teacher Permit + AS	Grade D1 Master Teacher Permit + AS	Grade D Master Teacher Permit +BA	Grade E Site Supervisor Permit +BA	Grade F Program Director Permit + BA
Step 1	17.50/hr	18.50	20.50	22.50	24.50	26.50	32.50
Step 2	18.00	19.00	21.00	23.00	25.00	27.00	33.00
Step 3	18.50	19.50	21.50	23.50	25.50	27.50	33.50
Step 4	19.00	20.00	22.00	24.00	26.00	28.00	34.00
Step 5	19.50	20.50	22.50	24.50	26.50	28.50	34.50

- All grades are not eligible for state-funded COLA and/or Growth.
- All new hires will be placed at step 1.
- Grade step advances evaluated every fall and spring semester based on each 1895 hours worked without a break in service. A break in service is 2 semesters without an assignment.
- A \$500 one-time professional development stipend is earned upon completion of one of each of the following pairs of classes: CHDV 103 or CHDV 106 / CHDV 110 or CHDV 112 or the equivalent from another college (maximum of \$1000 per employee).