



**Agreement Between**

**Palomar Faculty Federation,**

**CFT/AFT**

**and**

**Palomar Community**

**College District**

**Fiscal Year 2022-2025**

***Ratified by Governing Board: June 11, 2024***

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

## District/PFF Agreement Signature Page

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## **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 (PFF), 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, 2022 through June 30, 2025. 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 § 22138.5, the minimum standard for full-time in community colleges shall be as specified in § 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 § 22138.5(c)(5), 525 instructional hours.

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

<b>10-Month Faculty</b>	<b># of Days</b>	<b># of Hours</b>	<b>Total # of Hours</b>
Professional Development	7	6	42
Instructional Days (Fall/Spring)	155	8	1,240
<b>Total</b>	<b>162</b>		<b>1,282</b>

<b>11-Month Instructional Faculty</b>	<b># of Days</b>	<b># of Hours</b>	<b>Total # of Hours</b>
Professional Development	7	6	42
Instructional Days (July 1 – June 30)	174	8	1,392
<b>Total</b>	<b>181</b>		<b>1,434</b>

<b>11-Month Counselors</b>	<b># of Days</b>	<b># of Hours</b>	<b>Total # of Hours</b>
Professional Development	7	6	42
Contract Days (July 1 – June 30)	181	8	1,448
<b>Total</b>	<b>188</b>		<b>1,490</b>

The difference between 11-month instructional faculty and counselor is due to the implementation of the compressed calendar.

- 4.1.1.1 Per § 22138.5(c)(1) of Education Code, full-time is defined as 175 days per school term **OR** 1,050 hours per school term for all community college faculty, counselors, and librarians.

The maximum load for part-time instructional faculty shall be calculated based on the percentage of instructional hours per week considered a full-time assignment for regular instructional employees having comparable duties. The maximum load for counselors, librarians, and other non-instructional faculty shall be

calculated as a percentage of working hours per week considered a full-time assignment for regular non-instructional employees having comparable duties.

- 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 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. Full-time faculty are expected to respond to relevant emails to their Palomar account from colleagues or students during all non-instructional periods. Any District meetings that occur on these days shall be optional except for assigned Chair duties as outlined in Article 12.
    - 4.1.3.5.1 10-month faculty are considered to be off-contract from the day after spring commencement or until final grades for the semester are submitted until the Friday immediately preceding the fall semester. Winter intersession is considered to be non-instructional preparation days for 10-month faculty. See Article 4.1.16 for compensation requirements.

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 All faculty are required to perform the assigned duties as outlined in the current position description and applicable duties listed in Appendix C – Faculty Responsibilities.

4.1.5 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 workweek prorated on the basis of full-time equivalency.

The regular workweek consists of work performed Monday through Friday. On-campus assignments and/or those after 6:00 p.m. shall be equitably distributed among the full-time faculty members in a given discipline whenever possible. 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.

4.1.5.1 Job Duties at time of hire as outlined in the job description may evolve or change over time. Significant changes to job duties after hire will be discussed and agreed upon by faculty, PFF, and relevant administrators.

4.1.6 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
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 workweek:

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 weeks = 43.75 hours/week

700/18 weeks = 38.9 hours/week

- 4.1.6.1 Upon the individual written request of the Dean, a full-time faculty member shall provide their catalog hours, office hours, and/or institutional responsibilities (including committee assignments and special projects) at that time.
- 4.1.6.2 During the contract year, full-time faculty are strongly encouraged to maintain an in-person presence on campus (inclusive of educational centers) relevant to their position, course assignments, office hours and institutional responsibilities.
- 4.1.6.3 Title 5 § 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, toward the 175-Day Rule per Title 5 § 55701.
- 4.1.6.4 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.
- 4.1.6.5 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.
- 4.1.6.6 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.
- 4.1.6.7 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.

- 4.1.6.8 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.
- 4.1.6.9 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.
- 4.1.6.10 If there is an additional workload associated with a course, this additional workload will be negotiated and may be compensated via a stipend or reassigned time.
- 4.1.6.11 “Unscheduled preparation” includes (but is not limited to) preparation for classes, including grading and assessment of student learning outcomes. “Institutional responsibilities” include (but are not limited to) participatory governance work and participation in activities such as evaluations, curriculum, and program review and planning. The timing of this preparation may be done during non-instructional periods such as Winter intersession and must be completed by applicable deadlines.
- 4.1.7 Three (3) or fewer subject preparations shall be the standard for faculty members. If necessary to reach a full load, a faculty member may be required to have four (4) subject preparations. The Tenure and Evaluation Committee shall give serious consideration to the demands imposed by multiple preparations upon the performance of a probationary faculty member having four (4) preparations. 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 Office hours may be offered in-person or online and should mirror the modality of the class whenever possible. For example, a full-time faculty member teaching 2 classes online and 3 classes face-to-face could offer 2 scheduled online office hours per week and 3 scheduled in-person office hours per week. Modality of office hours should be driven by student need.
- 4.1.9 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:
  - a) 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.
  - b) Reassigned time shall be scheduled so the faculty member reassigned is available to perform the duties of the reassignment without conflict with other assignments.
  - c) If taken as a stipend, reassigned time outlined in Appendix F will be compensated using academic overload for each 0.20 FTE: Non-Instructional Assignment Salary Schedule at Grade C, Step twenty (20), times fifty-four (54) hours per semester and shall count toward load for both full-time and part-time faculty. This does not apply to stipends in Appendix F that are separate from reassigned time.
- 4.1.10 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 Article 4.1.12.1.
- 4.1.11 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 0.008 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.



4.1.12 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 Education Code § 87482.5 from receiving up to sixty-seven percent (67%) of the hours per week that are considered to be the workload of a full-time faculty member with comparable duties.

4.1.12.1 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.

4.1.12.1.1 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.

4.1.12.1.2 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.

4.1.12.1.3 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 4.1.11.1.

4.1.12.1.4 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.

4.1.12.2 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.

4.1.12.3 Part-time faculty shall remain employees of the District for eighteen (18) months after their last paid assignment unless the part-time faculty member notifies the District in writing of their desire to separate from the District.

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

4.1.14 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.

- 4.1.15 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.
- 4.1.16 Faculty members who, in response to a District request to perform ancillary duties during non-contracted time (such as participation in hiring committees), shall be compensated at their non-instructional hourly rate.
- 4.1.17 All full-time faculty members are required to participate in orientation day on the Friday immediately preceding the start of the Fall semester and commencement exercises at the conclusion of each academic year. Any absence from orientation day or commencement must be covered via the use of sick leave for illness or personal necessity leave for non-illness related absences. See Article 9 for explanation of the use of personal necessity leave.
- 4.1.18 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 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.
    - 4.3.1.2 With Labs

DRC instructors/specialists who also work in open labs are employed for a basic workweek 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
<u>5 Hours</u>	<u>Unscheduled Preparation</u>
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
5 Hours	Institutional Responsibilities
<u>5 Hours</u>	<u>Unscheduled Preparation</u>
40 Hours	Total

To the extent that classes are available, a full-time librarian may teach at least one instructional course equivalent to three (catalog) hours, 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 their 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 Articulation Officer

Full-time faculty members who serve as the Articulation Officer shall have the following workload:

30 Hours	Articulation Related Duties and Office Hours
5 Hours	Institutional Responsibilities
<u>5 Hours</u>	<u>Unscheduled Preparation</u>
40 Hours	Total

#### 4.6 Instructional Designers

Full-time faculty members who serve as Instructional Designers shall have the following workload:

30 Hours	Articulation Related Duties and Office Hours
5 Hours	Institutional Responsibilities
<u>5 Hours</u>	<u>Unscheduled Preparation</u>
40 Hours	Total

- 4.7 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 Education Code § 87489. Non-instructional assignments (including reassigned time and hourly task assignments) shall be credited hour for hour with no adjustment factor.
- 4.8 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.
- 4.9 Any adjustments or corrections made to workload calculations are subject to bargaining by PFF and the District.

## **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, gender identity, gender expression, any other protected classes that arise in future legislation, 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 Article 6.1 (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, information gathering for the purpose of informal resolution, 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).
- 6.4.1 To help resolve issues related to part-time prioritization, the District will provide the most recent prioritization numbers and load for specific faculty when requested by the Federation.
- 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 mailboxes 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 shared governance groups as defined in the shared governance handbook.

- 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 the discretion of the PFF. Each twenty percent (0.2) 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 § 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.
- 6.17.1 The Federation, upon the District's request, shall reimburse the District all compensation paid the employee on account of any leave described in Article 6.17. Except in emergency situations or when waived by management, a request for such leave shall be provided to the District's Human Resources Office at least 30 calendar days in advance.
- 6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4 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 to full-time faculty, and compensate part-time faculty (for up to one hundred twenty-five (125) hours per fiscal year) with a stipend using Academic Overload: Non-Instructional Assignments Salary Schedule at Grade C, Step twenty (20), for 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, lay off, 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 negotiated Official Course Cap List (published on the Palomar College Instructional website, 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 Official Course Cap List must be submitted to the online Course Change Form by the third Monday of February. Notification of the availability and deadlines for the Course Change Form will be emailed to all permanent faculty, Deans, and Vice Presidents by both PFF and the District ahead of the deadline. Any changes to the course maximums will then be negotiated and will take effect during the soonest semester following negotiations prior to enrollment. Requests for revisions received after that date will be negotiated during the following academic year.
- 8.1.3 The online course maximums will equal 42 or the in-person course maximum, whichever is lower.
- 8.1.4 The District shall update the Official Course Cap 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 or the enrollment maximum (whichever is lower). Any course section with an enrollment of fewer than 10 students or the enrollment maximum (whichever is lower) two weeks prior to the first day of class, or an enrollment of fewer than 20 students or the enrollment maximum (whichever is lower) 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 and with prompt notification to the Department Chair. 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 relevant Vice President or designee 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. If 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. See Article 17 for details on how leaves may impact the tenure process.
- 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 workdays 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 Faculty may transfer their sick leave between districts at all education levels (ex: K-12, CCC), with no time limit, in accordance with state law. The District will inform all newly hired faculty of this provision and will provide the necessary paperwork when requested.

9.3.5 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.

9.3.5.1 Part-Time Faculty Sick Leave

Sick leave is accrued after each payroll period at the rate of 0.056 hours for each hour paid. The sick leave balance is printed on employees' pay warrants each month. Upon retirement, unused sick leave will be converted to service credit for part-time faculty enrolled in CalSTRS.

9.3.5.2 Overload Faculty Sick Leave

Overload sick leave is accrued after each payroll period at the rate of 0.056 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 their 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 them 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 Full and part-time faculty may request a 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)

- 9.6.1 The District specifically limits its liability to the minimum requirements mandated by Education Code § 87787.
- 9.6.2 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
- 9.6.3 Allowable leave shall not be accumulative from year to year.
- 9.6.4 Industrial accident or illness leave will commence on the first day of absence.
- 9.6.5 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.
- 9.6.6 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.
- 9.6.7 When an industrial accident or illness occurs at a time when the full sixty
- 9.6.8 (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.
- 9.6.9 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.
- 9.6.10 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 Full-time and 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 four (4) 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 ten (10) days due to the death of a domestic partner/spouse or child and not to exceed five (5) days on account of the death of any other member of any employee’s family, as defined below. 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 parent, sibling, grandparent, grandchild, parent-in-law or child-in-law of the employee, any relative living in the immediate household of the employee, or any person fitting the definition of a “designated person” defined under AB 1040 as any individual related by blood or whose association with the employee is the equivalent of a blood relationship, as defined by the employee effective January 1, 2023. Employees may designate only one person during a 12-month period.

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 Medical Leave Act (FMLA), California Family Rights Act (CFRA), California Pregnancy Disability Leave (PDL) and Parental 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, FMLA/CFRA leave consists of unpaid leave for a period of up to twelve (12) workweeks 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, or "designated person" (defined under AB 1041 as any individual related by blood or whose association with the employee is the equivalent of a blood relationship, as defined by the employee) 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 FMLA/CFRA Leave hereinafter collectively referred to as "FMLA/CFRA Leave."

9.11.3 FMLA/CFRA 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 § 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 stepparent, 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 FMLA/CFRA 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 FMLA/CFRA 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 they complete 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 FMLA/CFRA

- 9.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid FMLA/CFRA leave for up to a total of twelve workweeks 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 FMLA/CFRA 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 FMLA/CFRA Leave.

9.11.8 Requests for FMLA/CFRA

- 9.11.8.1 If the employee learns of facts necessitating a FMLA/CFRA 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 FMLA/CFRA 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 FMLA/CFRA 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 FMLA/CFRA leave shall be assigned to the position they 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 FMLA/CFRA 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.

9.11.11.2 Non-medical/voluntary 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.

9.11.11.3 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 FMLA/CFRA

9.11.12.1 FMLA/CFRA leave taken pursuant to these provisions in Article 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 a "designated person" as defined in AB 1041 or 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 FMLA/CFRA 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 FMLA/CFRA.
- 9.11.12.3 Because FMLA/CFRA leave is limited to a duration of twelve (12) workweeks, 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 FMLA/CFRA leave, the District shall maintain coverage under any group health plan (as defined in § 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) workweeks. 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 FMLA/CFRA 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 FMLA/CFRA 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 FMLA/CFRA leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

9.11.13 Effect of FMLA/CFRA Leave on Pregnancy Disability Leave

9.11.13.1 All full- and part-time faculty with an assigned load are eligible for California Pregnancy Disability Leave.

9.11.13.2 Leave taken under a pregnancy disability policy runs concurrently with FMLA leave under federal law, but not CFRA leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a CFRA bonding leave of up to twelve (12) workweeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

9.11.13.3 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.

9.11.13.4 The District requires the employee to utilize any other paid leave during the pregnancy disability/FMLA 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 (Article 9.7), Labor Code § 233 Leave (Article 9.8) or Bereavement Leave (Article 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.

9.11.13.5 The District shall maintain coverage under any group health plan (as defined in § 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/FMLA 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) workweeks 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/FMLA leave.

9.11.13.6 Eligible employees on a combination pregnancy disability/FMLA 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.

9.11.13.7 In general, employees returning from a combination pregnancy disability/FMLA 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 Parental Leave

Leave for faculty after delivery of baby or placement of adopted or foster child.

**Conditions:** Leave for faculty to bond with the baby or placement of adopted or foster child. Does not run concurrently with PDL. Does run concurrently with CFRA. Leave under Parental Leave must conclude within the first year of the baby's birth or placement. An employee shall not be provided more than one 12-week period for paid parental leave during any 12-month period. Faculty on Parental Leave can use accrued sick leave until exhausted and then use half-salary sick leave up to an accumulated total of 12 workweeks. Parental Leave can run subsequent to the termination of PDL/FMLA and then concurrently with CFRA for baby bonding.

**Eligibility:** Faculty must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

**Notice:** Employees wishing to take Parental Leave must provide the District with at least thirty (30) days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notice is not practicable, the faculty member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave.

**Duration:** The duration of Parental Leave shall not exceed twelve (12) weeks.

## PDL/Parental Leave/FMLA/CFRA Chart

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
<b>You are eligible if:</b>	You are disabled by a pregnancy, childbirth, or pregnancy-related condition(s), i.e. your absence from work is medically necessary because you are disabled by pregnancy or a pregnancy related condition. There are no eligibility requirements for PDL. An employee is eligible to take PDL immediately after being hired.	You have worked for the District for at least 12 months, and you have at least 1,250 hours of services (hours worked) in the 12-month period immediately preceding the leave.	You have worked for the District for at least 12 months, and you have at least 1,250 hours of services (hours worked) in the 12-month period immediately preceding the leave.	You have worked for the District for at least 12 months, and you are a faculty member (full-time or part-time).
<b>How much leave do I get?</b>	4 months, defined as 17 1/3 weeks based on your hours in a regularly scheduled workweek. This leave will run concurrently with FMLA.	12 workweeks within one year of the child's birth, adoption, or start of foster care OR because of a serious pregnancy-related medical condition. This leave will run concurrently with PDL.	12 workweeks within one year of the child's birth, adoption, or start of foster care. This leave will run after PDL/FMLA relating to pregnancy disability.	12 workweeks within one year of the child's birth, adoption, or start of foster care. This leave will run concurrently with CFRA Bonding leave, but after PDL/FMLA relating to pregnancy disability.
<b>Will I lose my job while on leave?</b>	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.
<b>Will I be paid on leave?</b>	Maybe. This type of leave is unpaid, but you must use your accrued sick leave concurrently with this leave. If you are a contract employee and run out of full salary sick leave you will receive half-salary sick leave until exhausted.	Maybe. This type of leave is unpaid, but you must use your accrued sick leave concurrently with this leave. If you are a contract employee and run out of full salary sick leave you will receive half-salary sick leave until exhausted.	Maybe. This type of leave is unpaid, but you may use your accrued sick leave concurrently with this leave. If you run out of full salary sick leave you will receive half-salary sick leave through your Parental Leave benefit. You may only receive a total of 12 weeks sick leave/half salary sick leave for this benefit.	Maybe. This type of leave is unpaid, but you may use your accrued sick leave concurrently with this leave. If you run out of full salary sick leave you will receive half-salary sick leave. You may only receive a total of 12 weeks sick leave/half salary sick leave for this benefit.
<b>Am I required to use sick leave?</b>	Yes	Yes	No. It is your choice to use sick leave or other paid leaves concurrently with Bonding Leave (CFRA). However, if you decide not to use your paid leave or you have none available, your use of Bonding Leave (CFRA) will be unpaid.	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with Parental Leave. If you run out of full salary sick leave you will receive half-salary sick leave. However, if you decide not to use your paid leave or you have none available, your use of Parental Leave will be unpaid.
<b>Will the District continue to pay for my health coverage and other benefits?</b>	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid leave enrolled in any of the District's HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid leave enrolled in any of the District's HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid leave enrolled in any of the District's HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid leave enrolled in any of the District's HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.
<b>Medical certification required?</b>	Yes, you must submit a medical certification of the disability related to your pregnancy or pregnancy related condition.	Yes, you must submit a medical certification of the serious health condition.	No, in cases of bonding leave we do not require a medical certification. However, the District may require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).	No, in cases of bonding leave we do not require a medical certification. However, the District may require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).

9.11.15 Effect of FMLA/CFRA Leave on Industrial Accident or Illness Disability Leave

- 9.11.15.1 Leave taken under any industrial accident or illness disability policy runs concurrently with FMLA/CFRA leave under both federal and state law.
- 9.11.15.2 The District shall maintain coverage under any group health plan (as defined in § 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/FMLA/CFRA leave for a maximum of twelve (12) workweeks. 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/FMLA/CFRA leave.
- 9.11.15.3 Eligible employees on a combination industrial injury or illness disability/FMLA/CFRA leave, whose paid coverage ceases after twelve (12) workweeks, 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.
- 9.11.15.4 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, inclusive of any other leaves

outlined in this Article. 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 Article 9.12). 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 (1/2) pay or for one (1) semester at full pay. The amount of the one-half (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. The Governing Board, within its discretion as authorized by Education Code § 87770 shall waive the performance bond required by Education Code § 87770 pursuant to Resolution No. 21-21609 for all faculty members who are approved for a sabbatical leave. The Board may at its discretion vote to suspend Resolution No 21-21609 with proper notice to PFF.
- 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 full-time 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 they 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.

#### 9.13.2 Unpaid Leave

Permanent faculty members may request an unpaid leave of absence from the Governing Board for a length of time no greater than one year, in accordance with California Education Code § 87776, and be reinstated to their same

position. When a permanent faculty member is on unpaid leave, their position will not be considered permanently vacant.

In order to request the unpaid leave of absence, the permanent faculty member must request such leave from HRS on an annual basis for no more than one year. All unpaid leaves of absence are granted at the discretion of the Superintendent/President per Article 9.2.

- 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 and Load Bank Leave

- 9.15.1 Definitions

- 9.15.1.1 “Load banking” means the accumulation of current overload assignments for future redemption as load bank leave, or if such leave is not taken for granted, as deferred salary as provided in this section.
    - 9.15.1.2 “Load bank leave” means a semester during which the faculty member will have their regular assignment reduced, without loss of their regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.
    - 9.15.1.3 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.
    - 9.15.1.4 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 overload to be banked each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload to be banked.
    - 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) unit 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 assignments are banked for leave purposes, they shall be recorded as a percentage of a faculty member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen (15) student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent (20%) of a full load.

- 9.15.3.3 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 canceled, 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 their 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 Article 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	
FTE Faculty	Allowable FTEF on Leave Per Semester
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 their 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 § 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 they have exhausted all of their 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.



- 9.16.1.4 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 their base salary to the extent possible.
- 9.16.1.5 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. Full-time faculty can donate accrued overload (OVL) sick leave in six (6) hour increments to the CLB.
- 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 their 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 their base salary.
- 9.16.3.7 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that they continue 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 they are unable to perform the essential duties of their 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 their 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 their 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 their 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 their 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 their agent.

9.16.6 Agent for the Faculty Member

If the treating physician certifies that the faculty member's disability prevents them from acting on their 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, 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 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 with 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 PD requirements 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. Full-time faculty are responsible to monitor their Palomar email for notifications from the PD office/Coordinators. If the full-time faculty member does not successfully complete an approved Professional Development Contract by one week prior to the end of the Spring 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.
- 10.1.1.3 Full-time faculty are encouraged to split their Professional Development hours between the two semesters of the school year. It is recommended that faculty complete 21 hours per semester

(Fall: June 1 through December 31, Spring: January 1 through May 31) and report their completed hours each semester in the online portal.

- 10.1.2 Mandated trainings as required by the District, State, or Federal law will be required of all employees covered by this Agreement. Part-time faculty will not be required to exceed six hours of mandated training per academic year and will be paid beyond the contractual professional development pay for such trainings for up to six hours. The list of mandated trainings and the duration of each training shall be published on the Human Resources website.
- 10.1.3 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 Article 10.1.3 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  $0.67 \times 21 = 14.07$  hours.
  - 10.1.3.1 Due to payroll deadlines, PD for part-time faculty must 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.
  - 10.1.3.2 Part-time faculty members who are assigned as a long-term substitute (two consecutive weeks or more) for any class will be eligible for a prorated amount of eligible PD hours based on their teaching load including the substitution.
  - 10.1.3.3 Non-instructional part-time faculty may be compensated for professional development as outlined in this Article based on their percentage of workload.
  - 10.1.3.4 Part-time faculty without an assignment may voluntarily and without compensation participate in District provided PD activities as long as they remain employees of the District.
- 10.2 Each academic year, all faculty members must report their completed PD activities in the online portal, which will serve as their individual Professional Development Plan

which will be reviewed and approved by the Professional Development Coordinator. External trainings must be submitted to the online portal within 30 days of the deadline. Self-designated PD hours that are not approved according to the guidelines in this Article may need to be paid back by the full-time faculty member to the District. The Professional Development Plan, when approved, shall be the agreement required by Title 5, CCR § 55726.

- 10.3 Professional development activities are determined by the faculty member and should lead to employee, student, and/or instructional improvement. Acceptable activities are listed in Education Code § 87153 and Title 5 § 55724 and are further explained on the Professional Development website.
- 10.4 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.
- 10.5 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 5, CCR § 55730(b). This includes planning for and developing Fall and Spring flex week activities in coordination with the District.
  - 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 NCHEA Director (running the NCHEA program for all three colleges) and four years as Palomar's NCHEA Coordinator. Different PD Coordinators can fulfill the six-year commitment. This cycle may be altered upon agreement of the NCHEA board and the Superintendent/President.

- 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 Education 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 Communicate with faculty members multiple times each semester to inform them of PD announcements, highlights, and upcoming events and PD opportunities.
  - 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).
- 10.6 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) workdays 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 their 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 "workday" 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 workday 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 their ability to:

- Gather pertinent information in their 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.

11.3.3 Language in Article 11.3 does not apply to anonymous comments from official student evaluations that are incorporated into faculty evaluation reports.

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 per year. 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. Final evaluation reports 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 excluding anonymous student comments from official student evaluations that are incorporated into faculty evaluation reports, which are not subject to the process described in Article 11.3.
- 11.7 A faculty member may request placement of materials relevant to their assigned duties or professional responsibilities in their 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.

## 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, using 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 exceptions.

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 § 1424 and § 1425 of the California Board of Registered Nursing regulations. The department will define the word “supervision” as written in § 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.
  - 12.4.3 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.
  - 12.4.4 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.

- 12.4.5 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.
- 12.4.6 A quorum consisting of a simple majority of departmental voting members must be present for a vote to occur.
- 12.4.7 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.
- 12.4.8 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

- a) Prepare and accurately monitor department budgets.
- b) Set priorities for department resource needs in collaboration with department members.
- c) Review and approve supply and equipment requests.
- d) Coordinate and review attendance and payroll reports.

#### 12.6.2 Curriculum

- a) Coordinate curriculum development and review.
- b) Produce accurate and timely catalog information.
- c) Maintain current department syllabi for all course offerings.
- d) Coordinate field trip requests.
- e) Review course substitutions and equivalencies.
- f) Approve credit by exam requests, where applicable.
- g) Facilitate textbook review and selection where appropriate.
- h) If acting as the Department SLO Facilitator, the Department Chair will also assume the duties outlined in Article 12.9.

#### 12.6.3 Department Leadership

- a) Represent the department within the Division and to administration.
- b) Participate in and encourage faculty participation in shared governance.
- c) Conduct department meetings. Chairs shall conduct at least one department meeting per semester.
- d) 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.
- e) Maintain minutes from department meetings and make them available to department members. Departments shall create and vote on department bylaws.



- f) Attend Department Chair and Division meetings.
- g) Investigate and mediate student complaints, except those involving discrimination or sexual harassment.
- h) Maintain regular office hours as Department Chair.
- i) Provide guidance to faculty on academic matters (grading, performance standards, etc.).
- j) Provide minutes and/or information to the department members from Division and Chairs and Directors meetings.
- k) Advocate for the department.

#### 12.6.4 Evaluation

- a) Participate in faculty evaluations, as appropriate.
- b) Work with the TERB Coordinator in identifying part-time faculty who are due for evaluation per the timeline in Article 17.
- c) Provide input for the evaluations of staff assigned to the department.
- d) Select designees to serve on evaluation committees for full-time faculty as described in Article 17.
- e) Coordinate part-time faculty evaluations and ensure the completion of these evaluations by the deadline prescribed in the TERB calendar.
- f) Complete the Department Chair form for part-time faculty evaluations and write the Department Chair's letter for probationary faculty in the department.
- g) Provide or facilitate the provision of required documentation to Deans as outlined in Article 17.

#### 12.6.5 Planning

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

#### 12.6.6 Scheduling

- a) Produce accurate and timely class schedule recommendations that meet student learning needs.
- b) Use assigned rooms efficiently.
- c) Ensure that classes are assigned according to established department procedures and according to the guidelines outlined in Article 20.

#### 12.6.7 Staffing

- a) In collaboration with the Dean or first-level administrator responsible for the department, participate in interview(s) and selection of classified staff in situations where the classified position's function works in close collaboration with the Chair.
- b) Recruit and coordinate the hiring of full-time faculty.
- c) Identify a mentor for all new full-time faculty.
- d) Facilitate orientation of new full-time and part-time faculty.
- e) Connect new part-time faculty with the Faculty Senate Part-Time Faculty Mentor Program.
- f) Coordinate the selection, training, and continued employment of part-time faculty.
- g) Facilitate Professional Development opportunities for staff.

#### 12.6.8 Responsibilities

- a) Coordinate student placement sites.
- b) Prepare for special accreditation.
- c) Monitor professional certifications.
- d) Coordinate safety and hazardous materials issues with District staff.
- e) Coordinate marketing of department programs, courses, and certificates with District staff.
- f) Participate in new or relevant trainings related to execution of Department Chair duties when necessary.
- g) 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.

- a) Be available via email or phone to faculty in the department teaching Winter intersession, Spring intersession or Summer classes.
- b) Be available via email or phone to the Division Dean to discuss class enrollments and/or cancellations.
- c) Be available to hire part-time faculty in emergent or time-sensitive situations to ensure all Spring and Fall classes are staffed.
- d) Be available to address student and faculty complaints and/or issues.

12.6.9.1 Other than the duties outlined in Article 12.6.9, all Department Chair duties as outlined in Article 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 an annual stipend, in addition to the reassigned time outlined in Article 12.8. The payment for this Department Chair annual stipend shall be issued in twelve (12) monthly payments.

Department Chairs will be compensated with a stipend of \$11,211.06 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 of \$934.26 (July – June)

**10-Month Faculty:** Fall/Spring a total of \$8,541.53 paid in 10 equal monthly payments (August – May)

Summer a total of \$1,868.51 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 Article 12.8.1) is determined using the following formula:

- a) Baseline assigned time for all Department Chairs: 40%.
- b) Large size: Full-time faculty <15 faculty and part-time faculty  $\geq 10$  FTEF — assigned time shall be 60%.
- c) Extra-large size: Full time faculty  $\geq 15$  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)

<b>Department</b>	<b>Chair/Director Assigned Time (can be shared)</b>
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%
EOPS/CARE/CalWORKs/FYRST	40%
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%
<b>Department</b>	<b>Assistant Chair Assigned Time (can be shared)</b>
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 that 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 that 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 that 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 that 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.

13.10 Workplace Violence Protection

13.10.1 Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site (U.S. OSHA). Workplace violence includes, but is not limited to, behaviors such as stalking; harassment; intimidation or threats in any form or platform, including social media; or the causing of bodily harm. An educational workplace includes, but is not limited to, District campuses, offices, parking lots, housing, or other properties; remote worksites arranged by the District; or sites visited as part of a scheduled fieldtrip; and educational platforms used for instruction or the provisioning of services such as the District-provided Learning Management System (LMS).

13.10.2 Any faculty member who is the victim of, or witness to, workplace violence; who is harassed, intimidated, or threatened in any form, on any platform, including but not limited to social media; or who suffers bodily harm because of the actions of any while such faculty member is acting within the course of their assigned duties shall report the incident to their immediate supervisor and where appropriate to law enforcement authorities. In the event that the individual causing the threat is the immediate supervisor, the faculty shall report the threat directly to the appropriate Vice President. The immediate supervisor or Vice President shall respond to the faculty member as soon as practicable under the circumstances as to how the District will address the complaint. If the faculty member suffered unlawful violence or a credible threat of violence from any individual, the faculty member may request that the District seek a temporary restraining order and an injunction on behalf of the employee in accordance with Code of Civil Procedure § 527.8. The District will review the request and take such action(s) as it deems appropriate. Nothing in this Article prevents the employee from pursuing their own legal remedy.



- a) Reports of workplace violence made to a faculty member's immediate supervisor or appropriate Vice President shall be confidential to the extent possible under the law.
- b) Faculty that file workplace violence or other reports detailing behavioral concerns among students, staff, faculty, or other individuals or groups shall not be subject to retaliation.
- c) The District shall provide all legally required indemnifications to any faculty member who is exposed to any legal liability because of any threat of harm to such faculty member while acting within the course and scope of their duties.

## ARTICLE 14 — GRIEVANCE PROCEDURE

### 14.1 Definitions

- 14.1.1 A “grievance” is an allegation by any member of the bargaining unit, 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 informal conference during the last five (5) days of the thirty (30) day period in Article 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 Article 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, they 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, they 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, they 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 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 required pursuant to any lawful order of or written agreement with any state or federal court, regulatory commission, or agency so long as those orders or agreements are consistent with District Board Policies. To the extent that this provision is implicated, the District agrees to meet with the Federation to discuss any related impact and effects to their members.
- 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 may be 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 coursework 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. Submission of an application for advance approval does not guarantee approval. Lower division coursework must be applicable to District work and rationale must be provided on the Application for Salary Schedule Credit. Advanced approval of lower division coursework 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 the 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 § 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 a percentage of registration revenue.

### 15.4 Full-Time Faculty Compensation

15.4.1 For vocational disciplines as outlined in the California Community Colleges (CCC) Minimum Qualifications Handbook at the time of hire (including apprenticeship programs outlined in Title 5 § 53413) salary schedule credit may be granted for those qualified faculty where advanced degrees are not available. Seventy-one (71) hours of training equates to one (1) unit of graduate coursework. 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. Documented hours toward trainings, licenses, and certification will be approved by the Sabbatical Leave Committee for application toward this section.

Upon the receipt of documented verification of approved training (including trainings completed before June 30, 2024), the faculty member shall advance on the first day of the next pay cycle. Pay is only prospective, not retroactive. No grade adjustment will be made for current employees whose approved training was counted toward initial step placement.

#### 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.

Effective Fall 2024, for vocational disciplines as outlined in the CCC Minimum Qualifications Handbook at the time of hire (including apprenticeship programs outlined in Title 5 § 53413), each year (40 hours per week x the number of contract months) of additional related occupational experience beyond those required to meet minimum qualifications (including apprenticeship programs outlined in Title 5 § 53413) as used below, is equivalent to 7.5 semester units. For the purpose of salary grade placement, teaching experience counts toward minimum qualifications only. Additional occupational experience will first be used toward salary grade placement, then salary step placement as outlined in 15.4.3. For the purposes of this article, “vocational” disciplines refer to the disciplines categorized as “disciplines requiring any degree and professional experience” in the CCC Minimum Qualifications Handbook. For those who hold less than an Associate’s Degree (regardless of equivalency status), once six years of experience is verified, additional occupational experience will be used toward salary grade placement, then salary step placement as outlined in 15.4.3.

Upon the receipt of documented verification of occupational experience, the faculty member shall advance on the first day of the next pay cycle. The provisions set forth in this section shall be prospective only and shall not be applied retroactively. No grade adjustment will be made for current employees whose occupational experience was counted toward initial step placement.

Faculty hired before 2022 in vocational disciplines and placed with a vocational credential will be legacied into their Grade placement for the duration of their continuous employment at Palomar.

- a) Grade B — Persons holding one (1) of the following qualifications:
- Less than an Associate's Degree (with approved equivalency status).
  - Associate's degree and six (6) years of experience in the discipline, plus the appropriate occupational license or certificate.
  - Bachelor's degree and two (2) years of experience in the discipline, plus the appropriate occupational license or certificate.
  - Bachelor's degree and twenty-four (24) semester units of college work completed subsequent to receiving the Bachelor's degree.
- b) Grade C — Persons holding one (1) of the following qualifications:
- Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals twenty-four (24) units.
- c) Grade D — Persons holding one (1) of the following qualifications:
- Bachelor's degree plus forty-eight (48) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals forty-eight (48) units.
- d) Grade E — Persons holding one (1) of the following qualifications:
- Bachelor's degree plus seventy-two (72) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications

listed at Grade B plus a combination of semester units and/or additional related work experience, which totals seventy-two (72) units.

e) Grade F — Persons holding one (1) of the following qualifications:

- Bachelor's degree plus ninety-six (96) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
- For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals ninety-six (96) units.

f) Grade G — Persons holding one (1) of the following qualifications:

- 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.
- Two (2) Master's degrees.
- For vocational disciplines identified within the CCC Minimum Qualifications Handbook, a Bachelor's Degree plus a combination of semester units and/or additional related work experience, which totals one hundred twenty (120) units.

g) Grade H — Persons holding the following qualification:

- Doctorate degree.

#### 15.4.3 Salary Step Initial Placement

a) Grade B through H

- A faculty member meeting minimum qualifications for these grades shall be placed on Step 1. Additional Steps shall be allowed for each year of prior secondary or college teaching or related occupational experience in excess of the minimum requirements. No person shall receive an initial Step placement higher than Step 8, except as provided in b) below.

b) 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.

15.4.11 Established Salary Schedules (see Appendix G and Appendix L)

- a) Academic Salary Schedule: 10-Month Employees Paid Over 10 Months
- b) Academic Salary Schedule: 10-Month Employees Paid Over 12 Months
- c) Academic Salary Schedule: 11-Month Employees Paid Over 12 Months
- d) Academic Overload Salary Schedule: Instructional Assignments
- e) Academic Overload Salary Schedule: Non-Instructional Assignments
- f) Early Childhood Education (ECE) Lab School Salary Schedule: Full-Time 12-Month Teachers Paid Over 12 Months
- g) Early Childhood Education (ECE) Lab School Salary Schedule: Full-Time 11-Month Teachers Paid Over 12 Months

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

- a) For the 2022-23 academic year all full-time faculty salary schedules and full-time ECELS teacher salary schedules and stipends contained in Appendix F, H, L, and Article 12 shall be increased by 6.56% COLA. This increase will be effective on July 1, 2022. For the 2023-24 academic year, all full-time faculty salary schedules and full-time ECELS salary schedules shall be increased by 8.22% COLA.
- b) A one-time, off-schedule payment equivalent to 2.5% of all gross base salary earned during the period of July 1, 2022 through June 30, 2023 will be paid to all full-time faculty, including full-time ECELS teachers. To be eligible for the off-schedule payment, full-time faculty and full-time ECELS teachers must have had base salary earnings during the 2022-2023 fiscal year and still be employed as of the date of contract approval by the Board of Trustees. This off-schedule payment is not considered reportable earnings for STRS purposes. This payment will not be funded by Fund 33.

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 Academic Overload Salary Schedule: Instructional Assignments (AOL), and non-instructional overload assignments shall be paid from the Academic Overload Salary Schedule: Non-Instructional Assignments (AOLN).

## 15.5 Part-Time Faculty Compensation

### 15.5.1 Parity Definition

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

#### **Full-Time Faculty Workload**

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

#### **Part-Time Faculty Workload**

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

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

- 15.5.1.2 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.

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

- a) Part-Time Faculty: Instructional Assignments
- b) Part-Time Faculty: Non-instructional Assignments

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 Faculty: Instructional Assignment salary schedule, and non-instructional assignments shall be paid from the Part-Time Faculty: Non-instructional Assignment salary schedule.

15.5.2.1 Primary duties for part-time counselors and librarians are paid on the Instructional Assignment salary schedule.

### 15.5.3 Part-Time Faculty Salary Schedules

- a) For the 2022-23 academic year all part-time salary schedules and stipends contained in Appendix F and H shall be increased by 6.56% COLA. This increase will be effective July 1, 2022. For the 2023-24 academic year, all part-time faculty salary schedules shall be increased by 8.22% COLA.
- b) A one-time, off-schedule payment equivalent to 2.5% of all gross wages earned during the period of July 1, 2022 through June 30, 2023 will be paid to all part-time. To be eligible for the off-schedule payment, all part-time faculty must have had earnings for work performed during the 2022-2023 fiscal year and still be employed as of the date of contract approval by the Board of Trustees. This off-schedule payment is not considered reportable earnings for STRS purposes. This payment will not be funded by Fund 33.

### 15.5.4 Retiree Y-Rated Retiree Schedule

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

### 15.5.5 Salary Grade Placement

Starting Fall 2023, 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.

For vocational disciplines as outlined in the California Community Colleges (CCC) Minimum Qualifications Handbook at the time of hire (including apprenticeship programs outlined in Title 5 § 53413), salary schedule credit

may be granted for those qualified part-time faculty. Seventy-one (71) hours of training equates to one (1) unit of graduate coursework. 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. Documented hours toward trainings, licenses, and certifications will be approved by the Sabbatical Leave Committee for application toward this section.

Upon the receipt of documented verification of approved training (including trainings completed before June 30, 2024), the faculty member shall advance on the first day of the next pay cycle. Pay is only prospective, not retroactive. No grade adjustment will be made for current employees whose approved training was counted toward initial step placement.

Effective Fall 2024, for vocational disciplines as outlined in the CCC Minimum Qualifications Handbook at the time of hire (including apprenticeship programs outlined in Title 5 § 53413), each year (40 hours per week x the number of contract months) of additional related occupational experience beyond those required to meet minimum qualifications is equivalent to 7.5 semester units. For the purpose of salary grade placement, teaching experience counts toward minimum qualifications only. For the purposes of this article, “vocational” disciplines refer to the disciplines categorized as “disciplines requiring any degree and professional experience” in the CCC Minimum Qualifications Handbook. For those who hold less than an Associate’s Degree (regardless of equivalency status), once six years of experience is verified, additional occupational experience will then be used toward salary grade placement.

Upon the receipt of documented verification of occupational experience, the faculty member shall advance on the first day of the next pay cycle. The provisions set forth in this section shall be prospective only and shall not be applied retroactively.

a) Grade B — Persons holding one (1) of the following qualifications:

- Less than an Associate’s Degree (with approved equivalency status).
- Associate’s degree and six (6) years of experience in the discipline, plus the appropriate occupational license or certificate.

- Bachelor's degree and two (2) years of experience in the discipline, plus the appropriate occupational license or certificate.
  - Bachelor's degree and twenty-four (24) semester units of college work completed subsequent to receiving the Bachelor's degree.
- b) Grade C — Persons holding one (1) of the following qualifications:
- Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals twenty-four (24) units.
- c) Grade D — Persons holding one (1) of the following qualifications:
- Bachelor's degree plus forty-eight (48) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals forty-eight (48) units.
- d) Grade E — Persons holding one (1) of the following qualifications:
- Bachelor's degree plus seventy-two (72) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
  - For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals seventy-two (72) units.
- e) Grade F — Persons holding one (1) of the following qualifications:

- Bachelor's degree plus ninety-six (96) semester units of college work completed subsequent to receiving the Bachelor's degree AND a Master's degree.
- For vocational disciplines identified within the CCC Minimum Qualifications Handbook, any of the first three qualifications listed at Grade B plus a combination of semester units and/or additional related work experience, which totals ninety-six (96) units.

f) Grade G — Persons holding one (1) of the following qualifications:

- 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.
- Two (2) Master's degrees.
- For vocational disciplines identified within the CCC Minimum Qualifications Handbook, a Bachelor's Degree plus a combination of semester units and/or additional related work experience, which totals one hundred twenty (120) units.

g) Grade H — Persons holding the following qualification:

- Doctorate degree.

15.5.5.1 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.

#### 15.5.6 Salary Step Placement

All salary Step placement as outlined in Article 15.5.6 will be effective starting Fall 2023. Step recalculations will not result in retroactive pay.

Part-time faculty movement between Steps on the salary schedule occur after every 362 hours of employment with the District. Compensation increases will occur in the semester following the achievement of a Step increase.

<b>Movement From</b>	<b>Hours</b>
Step 1 to Step 2	362
Step 2 to Step 3	724
Step 3 to Step 4	1,086
Step 4 to Step 5	1,448
Step 5 to Step 6	1,810
Step 6 to Step 7	2,172
Step 7 to Step 8	2,534
Step 8 to Step 9	2,896
Step 9 to Step 10	3,258

a) Grade B through H

- A faculty member meeting minimum qualifications for these grades shall be placed on Step 1. Additional Steps shall be allowed for each year of prior secondary or college teaching or related occupational experience in excess of the minimum requirements.

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).

15.5.7 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.

15.5.8 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.

15.5.9 Part-Time Faculty Office Hours

Starting Fall 2024, 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:

- 15.5.9.1 Office hours for credit courses and non-credit courses will be paid at a ratio of 9 hours per 20% load per semester.
- 15.5.9.2 Should the reimbursement amount from the State Part-Time Faculty Office Hours Program fall below 50% reimbursement to the District, the office hours for credit courses and non-credit courses will be paid at a ratio of 4.5 hours per 20% load per semester. Should the reimbursement amount from the State Part-Time Faculty Office Hours Program increase to 100% reimbursement to the District, office hours for credit courses and non-credit courses will be paid at a ratio of 16 hours per 20% load per semester. If subsequent to the State Part-Time Office Hours program increase to 100% reimbursement, the reimbursement amount should fall below 100%, the parties agree to meet and negotiate over this provision.
- 15.5.9.3 Part-time faculty participation in office hours is voluntary. It is understood and agreed that no office hours are required of part-time faculty.
- 15.5.9.4 Office hours shall be compensated at the part-time faculty member's non-instructional hourly rate.
- 15.5.9.5 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.
- 15.5.9.6 Office hours and location shall be included in the class syllabi to qualify for compensation.
- 15.5.9.7 Office hours shall be paid in the subsequent paycheck for the semester in which the hours were submitted and earned.
- 15.5.9.8 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.

#### 15.5.10 Canceled Class Pay for Part-Time Faculty

Per Education 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.

15.5.11 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.

15.5.12 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 Participatory Governance

15.6.1 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, 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.

- All District Hiring Committees
- Equitable Placement & Completion Committee
- CALM Committee
- College Council
- Curriculum Committee
- Distance Education Committee
- Distinguished Faculty Award Committee



- Educators for Equity, Diversity, and Cultural Consciousness
- Employees, Community, and Communication Council
- Equity, Education, and Student Success Council
- Faculty Senate (up to 4 part-time faculty senators)
- Infrastructure and Sustainability Council
- Institutional Effectiveness, Planning, and Fiscal Stewardship Council
- Professional Development Committee
- Tenure and Evaluations Review Board

15.6.1.1 Part-time faculty members who would like to be paid under Article 15.6.2 must submit a Part-Time Faculty Committee Participation form. The District form and process for payment and submission can be found on the Human Resource Services website.

## 15.7 Time & Effort Reports

Hourly employment for faculty beyond their workload as outlined in Article 4 requires prior approval from the Dean or appropriate administrator and verification via a Time & Effort Report. Faculty shall receive compensation at or equivalent to their non-instructional hourly rate via NOHE for project-based or one-time work (examples include but are not limited to assessment of Credit for Prior Learning tests and portfolios, bilingual translation, independent study assignments, or interpretation not otherwise included in the job description for the position). Time & Effort Reports are not required for positions included in Appendix F. Any request for additional alternative compensation, including stipends, not already established on the salary schedules or in Appendix F shall be subject to negotiation and must be approved before work commences. Grant proposals that include additional compensation for faculty should align with the intent of this section.

## ARTICLE 16 — BENEFITS

16.1 The District covers the cost for the lowest paid Health Maintenance Organization (“HMO”) for the current medical plans offered. The District shall maintain the benefits programs (Anthem HMO, Anthem PPO 100% coverage, Anthem PPO 80% coverage, Kaiser HDHP, Kaiser HMO: \$0 office visit plan, and Delta Dental HMO or PPO) for all qualifying faculty. The details of employee contributions/incentives/copays for these plans are outlined in Article 16.1.1. These benefit programs include medical, dental, vision, long-term care, life insurance, and long-term disability for qualifying faculty. 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 healthcare costs and consider plan changes that are necessary to control these costs.

### 16.1.1 Double, Overlapping, and Legacy Coverage

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 legacies into the opt-out incentive plan due to the transition from the 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 a non-District employer and have 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 legacies stipend. 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 legacies, but who later opt in to accept the District’s health coverage after October 12, 2016. All active employees otherwise not legacies by this Article are required to participate in the medical plan.

## 16.1.2 Active Employee Plan Options

### Medical Benefits Options for Faculty, Including ECELS Employees\*

Effective October 1, 2023 to September 30, 2024†

Plan Options	Medical Plan Options					Dental Options			Vision
	<b>Anthem PPO</b> 0% coinsurance \$0 deductible \$20/\$40/\$250‡ RX: \$5-\$20	<b>Anthem PPO</b> 20% coinsurance§ \$300/\$600 deductible \$20/\$40/\$250‡ RX: \$9/\$35	<b>Anthem HMO</b> Full Network \$20/\$40/\$250 RX: \$9/\$35	<b>Kaiser HMO</b> \$0 office visit RX: \$5/\$10	<b>Kaiser HDHP</b> \$1,500/\$2,700/\$3,000 deductible \$3,000/\$6,000/\$6,000 OPM	<b>DeltaCare Dental HMO</b>	<b>Delta Dental PPO</b>	<b>Delta Dental Premier PPO</b>	<b>EyeMed</b>
Employee Monthly Contribution:	Single: \$199 2-Party: \$392 Family: \$550	Single: \$0 2-Party: \$0 Family: \$0	\$0	\$0	\$0	\$0	\$44.30	\$71.00	\$0
Employee Incentive:	\$0	\$0	\$0	\$0	Single: \$3,000 2-Party: \$6,000 Family: \$6,000	N/A	N/A	N/A	N/A
Full-time Faculty, Including ECELS	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Part-Time Faculty, Including ECELS§	Eligible	Eligible	Eligible	Eligible	Eligible	May be purchased at 100%	NOT eligible	NOT eligible	May be purchased at 100%

\* Full-time faculty and full-time ECELS employees also receive Life & ADD, Long-Term Care, and Long-Term Disability with no employee contribution.

† Plans for part-time faculty, including ECELS, effective Spring 2023.

‡ Office visit/specialist/emergency room fee.

§ Up to out-of-pocket maximum (OPM) of \$1,000/\$3,000.

- 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 All faculty may receive TB skin test or risk assessments at no cost through Student Health Service for purposes of TB clearance for employment with the District.
- 16.5 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.
- 16.6 The District shall continue to make available its voluntary Internal Revenue Code § 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.
- 16.7 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.

- 16.8 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.
- 16.9 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.
- 16.10 Faculty membership in the Benefits Committee, to be selected by the PFF, shall include four (4) active faculty members.
- 16.11 Part-time Faculty Healthcare

Beginning Spring 2023 open enrollment period, the District will contribute to part-time faculty health benefits for participants who enrolled and qualified during the Open Enrollment Period in accordance with this Article and the provisions set forth in Education Code § 87861. If the District receives less than 100% reimbursement from the State for its medical premiums and reimbursement expenses under this program, the parties shall reopen negotiations on the provisions in this Article. In the event that this Article is reopened pursuant to this provision, the District agrees to fund up to \$800,000 annually for part-time benefits until a mutual agreement is reached.

- 16.11.1 A part-time faculty member whose teaching assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching assignment (as defined by Education Code § 87861) is eligible to receive full medical insurance benefits equal to the benefits provided to full-time faculty as listed in Article 16.1.
- 16.11.2 Medical employee contributions paid by part-time faculty shall not be more than the medical employee contributions paid by full-time faculty in the District.
- 16.11.3 No part-time faculty member or dependents whose premiums for health insurance are paid by an employer other than a community college district is eligible to participate in the program established pursuant to this Article (as defined by Education Code § 87864).
- 16.11.4 If a multidistrict part-time faculty member (defined by Education Code § 87861 as one whose total teaching assignments at two or more community college districts equals or exceeds 40 percent of the cumulative equivalent of a

minimum full-time teaching assignment) individually purchased health insurance benefits (including 2-party or family coverage), the faculty member shall be reimbursed.

16.11.5 The District may request reasonable documentation from a multidistrict part-time faculty member once per benefit period to verify (1) the cumulative teaching assignment is equal to or greater than 40% at time of the District's calendared census dates for each semester and (2) enrollment in a health insurance plan and the amount of the premium.

16.11.6 The coverage periods for participating part-time faculty members shall be six (6) months in duration. 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 within thirty days of the qualifying event. The open enrollment and coverage periods are as follows:

	Open Enrollment	Coverage Period
<b>Fall</b>	First week in September through first week in October	October through March
<b>Spring</b>	Second week in February through first week in March	April through September

16.11.7 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 administration fee.

16.11.7.1 Temporary full-time faculty transitioning back to part-time faculty status shall continue to receive health coverage until the next open enrollment period for part-time faculty.

16.11.8 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. 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. If the member no longer qualifies, they 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.

16.11.9 The District shall charge the employee portion of benefits payments, as outlined in Article 16.10.8 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.

16.11.10 Part-Time Faculty Medical Employee Premium Reimbursement

The District shall reimburse eligible part-time faculty for employee premiums paid for non-District provided benefits in accordance with Education Code § 87860 – § 87868. Those seeking reimbursement under this program shall provide the required documentation to Human Resource Services in accordance with the procedures available on the Human Resource Services website.

16.11.11 Part-time faculty initially determined to be eligible for health and dental coverage for a semester in this Article subsequently shall not be determined to be ineligible for health and dental coverage under this Article if they experience a reduction in assigned hours/units in the same semester due to class cancellations(s) or reassignments(s) due to no fault of the faculty member provided they continue to be assigned a minimum of 20% FTE.

16.11.12 Part-time faculty initially determined to be eligible for health and dental coverage for a semester in this Article subsequently shall not be determined to be ineligible for health and dental coverage under this Article if they experience a reduction in assigned hours/units in the same semester due to class cancellation(s) or reassignment(s) due to no fault of the faculty member, provided they continue to be assigned a minimum of 20% FTE.

16.12 Emeritus Faculty Benefits

16.12.1 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 the 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 0.3 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. Emeritus faculty who are teaching are held to the standards for part-time faculty teaching as outlined in Article 20.

16.12.2 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 they are currently serving in a faculty assignment.

16.13 Full-time and qualifying part-time ECELS Teachers (see Appendix L) will receive the 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 their faculty assignment to include both instructional and noninstructional assignments, including assignments on reassigned time (excluding PFF reassigned time positions as designated in Article 6).
- 17.1.3 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.4 The evaluatee will cooperate fully with the evaluator(s) and submit materials relevant to the evaluatee's assignment as requested by the Evaluation Chair/evaluator. In the event where the evaluatee withholds required documents or information from the evaluative team or in some way impedes the collection of such material (including, but not limited to, the self-reflection document, documents requested during the observation process, access to the classroom or LMS for evaluation purposes, etc.), the evaluation report will be written by the evaluative team using the required documents or information that they have access to.
- 17.1.5 Faculty and administrative evaluators shall notify the evaluatee that they are 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.
- 17.1.6 Faculty evaluatees should be notified by the Department Chair or designee that the faculty member will be evaluated as soon as is practicable, but within the first 50% of the term they are to be evaluated in. If the evaluatee is not notified within the first 50% of the term, the evaluator and evaluatee should work together to plan a reasonable timetable to complete the evaluation. This does not apply to out-of-cycle evaluations.
- 17.1.7 Evaluatees may request a signed copy of their evaluation from the Tenure and Evaluations office for up to three years from the time of evaluation. Beyond three years, requests should be made directly to Human Resource Services.
- 17.1.8 A "business day" shall be a day when the District offices are scheduled to be open but shall exclude Saturdays and Sundays.
- 17.1.9 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 their designee in writing the final evaluation.

- 17.1.10 All final evaluation reports shall rate a faculty member's overall performance as one of the following: High Professional Performance, Standard Professional Performance, Needs Improvement, or Unsatisfactory.
- 17.1.11 The evaluators shall give the evaluation materials the weight they believe appropriate.
- 17.1.12 The Dean and/or first level administrator and/or Vice President overseeing the evaluatee's discipline may submit comments and/or recommendations on the final evaluation 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. Evaluations with a final rating of needs improvement or unsatisfactory performance shall have a Dean and/or first-level administrator make comments on the final evaluation report.
- 17.1.13 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 the evaluator(s) and/or TERB. Student evaluations alone shall never be used as the sole justification for a decision in a final evaluation report or in denial of tenure.
- 17.1.14 Once a faculty member has reviewed their final evaluation report they may:
  - a) Write a response within ten (10) business days. 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. Responses remain attached to the final evaluation report.

Final evaluation reports for all faculty members (regardless of status) shall be filed in the evaluatee's official personnel file in Human Resources with any comments provided by the evaluatee.
  - b) File a grievance. 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. If invalidated, a new evaluation shall be conducted.

- c) In the case of probationary faculty members, tenure and rehire evaluations may be appealed under the provisions of Article 17.7.

17.1.14.1 With the exception of the tenure and rehire appeal process and the grievance process, the attachment of the comments/response to the final evaluation 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.

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

17.1.16 Evaluations of faculty shall not be conducted by any relative covered in BP 7310, nor by former spouses/partners, and evaluators cannot be evaluated by their evaluatee within the same academic year.

## 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 TERB Coordinator and/or 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 their designee.
  - One (1) Dean selected by the Vice President for Instruction.
  - 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 and processes 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. The Federation will put out an open call to all permanent faculty and the Federation Executive Board will vote on the candidates who submit for consideration. The Federation Co-Presidents will take the Executive Board’s recommendatory vote result and information about all nominees to the Superintendent/President for discussion and appointment. 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 faculty to serve as outside members on Tenure and Evaluation Committees and out-of-cycle 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 final evaluation 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 It is the responsibility of the Department Chair to ensure timely evaluations are conducted within the first year of employment and at least once every three years for part-time faculty members.
- 17.3.2 If a part-time faculty member teaches in two or more departments, whichever department did not evaluate under the three-year cycle may request an out-of-cycle evaluation.
- 17.3.3 A part-time faculty member may request an out-of-cycle evaluation with the agreement of their Department Chair.
- 17.3.4 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).
- 17.3.5 Per Article 12, it is the responsibility of the Department Chair to ensure the completeness of the part-time evaluation. In order to ensure completeness,

when a Department Chair delegates the evaluation, they should review the supplemental materials and evaluation report and provide feedback to their designee prior to the final evaluation submission to TERB. The evaluator(s) shall give the Department Chair feedback the weight they believe appropriate.

- 17.3.6 In accordance with Education Code § 87663 and Article 20, a part-time faculty member teaching a 0.7% 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 and Winter session shall not be included except as outlined in Article 17.3.10.1. Evaluations will be conducted according to the following procedures.

- 17.3.6.1 The Department Chair/Program Director to whom the part-time faculty member reports (or their designee) completes the evaluation using the Part-time Evaluation Checklist.

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.

For departments with a non-faculty Director, the non-faculty Director will designate a full-time faculty member in that discipline or a related discipline to serve as the evaluator.

- 17.3.7 The TERB Coordinator shall notify the Dean of the faculty scheduled to be evaluated and the assigned evaluator. 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. If completed, the Dean supplemental evaluation form shall become part of the final evaluation report. In areas where there is no Dean overseeing the department or area, the relevant Director may serve in the Dean role for this purpose. In areas where there is a Dean and a Director, the Dean may delegate this task to the relevant Director.
- 17.3.8 Evaluations with a final rating of needs improvement or unsatisfactory performance shall have a Dean and/or first level administrator make comments on the final evaluation report and any applicable improvement plans, where the evaluators integrate those comments following the Improvement Plan process.
- 17.3.9 For each part-time final evaluation report, the Department Chair will complete and sign the Department Chair Supplemental Evaluation Form.

- 17.3.9.1 The Department Chair/Program Director (or their designee) reviews the evaluation materials included in the Part-Time Evaluation Checklist including student evaluations and in-class observations with the part-time faculty member. The evaluator shall suggest improvements, as appropriate.
- 17.3.9.2 The Department Chair/Director and/or Dean 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, subject to the approval of TERB. The Department Chair shall notify the evaluatee of the out-of-cycle evaluation. These evaluations shall be conducted using all elements of the Part-Time Evaluation Checklist as posted on the Tenure and Evaluations website.
- 17.3.10 Courses taught during Summer and Winter intersession are excluded from evaluations except as outlined in Article 17.3.9.1.
  - 17.3.10.1 Evaluations may need to be completed during Summer or Winter session for faculty who only teach during those terms, 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.
- 17.3.11 If a part-time faculty member who has preferential consideration (See Article 20) receives an overall Needs Improvement on their final evaluation report an Improvement Plan process may be implemented (see Article 17.9). A follow-up evaluation shall be completed as early as practicable, but within a year.
- 17.3.12 Assignments for part-time faculty members may be impacted by final evaluation report results. Details on the process for part-time faculty assignments and the relation to evaluations can be found in Article 20.
- 17.3.13 The Department Chair or Director, or other faculty member(s) who 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.

#### 17.4 Early Childhood Education Lab School Teachers

Part-time Early Childhood Education Lab School (ECLS) teachers shall be evaluated in their first year by the immediate faculty 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.

Probationary ECELS teachers shall be evaluated annually in their first four years following the procedures outlined for probationary faculty in this Article and Appendix L.

Permanent ECELS teachers shall be evaluated once every three years using the peer evaluation procedures outlined in this Article and in Appendix L.

## 17.5 Temporary Full-Time Faculty

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

17.5.1.1 Pursuant to Education Code § 87481, if a temporary replacement non-tenure-track full-time faculty member who served one full academic year and is re-employed for the following academic year in a vacant tenure-track position, they will begin at year two of the probationary faculty evaluation process. Such assignments may be evaluated in their first assigned semester. If the first assigned semester is Spring, the evaluation is informational only.

17.5.2 Temporary full-time faculty members in each of their first four (4) years of full-time service shall be evaluated following the process provided for probationary faculty members in Article 17.

17.5.3 Temporary full-time faculty members in subsequent years of full-time service shall be evaluated following the process provided for tenured faculty members in Article 17.

## 17.6 Probationary Faculty Members

17.6.1 Probationary (contract) faculty members shall be evaluated in a full contract load, whether in teaching, counseling, library, or other faculty roles. Evaluations will occur according to the evaluations calendar established by TERB until probationary faculty members are granted permanent status. There will be no evaluation in the Spring semester of the fourth year once permanent status is awarded.

17.6.2 Per CA Education Code § 87605 and § 87606, a probationary faculty member must provide service at least 75% of a year during the first year of the probationary period in order for that year to count toward tenure. If a probationary faculty member in their second, third, or fourth academic year serves enough time during the academic year to allow for a complete evaluation, subject to written agreement by the probationary faculty member's Tenure and Evaluations Committee (TEC), TERB, and the faculty member and prior to any deadline for a Governing Board employment decision

as set forth in California Education Code § 87610, then any paid or unpaid leave during that academic year may be calculated with the probationary faculty member's service time to meet the agreed upon 75% or higher threshold noted in this Article.

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

- The Department Chair (or their tenured designee) shall serve as Chair.

If a given department has no faculty member serving as Department Chair, 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.

Should a probationary 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 serving as Co-Chairs.

- The Dean or first-level educational administrator to whom the probationary faculty member reports or their 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 by the Department Chair.
- 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 the probationary faculty member is under an active Improvement Plan, the appropriate Vice President responsible for the faculty member joins the TEC for the duration of the Improvement Plan. If the probationary faculty member is not under an active Improvement Plan, the Vice President responsible for the faculty member may elect to join or be invited to join the TEC by any member of the TEC or by the Evaluatee. In that situation, requests are sent to the TERB Coordinator who communicates the addition of the VP to the TEC and Evaluatee. Otherwise, the Vice President responsible for the faculty member is not required to be on the TEC but still reviews and signs the final evaluation report and may request consultation with the TEC.



For departments with a non-faculty Director, the non-faculty Director will designate a tenured faculty member in that discipline or a related discipline to serve as Chair of the TEC and a tenured faculty member within the department or a related department to serve as the second member.

- 17.6.4 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 subsequent years 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.
- 17.6.5 The role of the TEC shall include mentoring as well as evaluation of a faculty member's progress toward professional success.
- 17.6.6 The Probationary Evaluation Checklist includes a self-evaluation form with professional development, student evaluations, a minimum of three class observation forms, a letter from the Department Chair, a letter from the Dean/Director, a sample of course materials, and the final evaluation report. For probationary faculty who are under an Improvement Plan, the required documents include the Improvement Plan.
- 17.6.7 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, within its discretion and under the coordination of the TEC Chair, may also hold meetings with or without the evaluatee. The TEC will review the evaluatee's work and other documents required by the Probationary Faculty Evaluation Checklist. The TEC will ensure the evaluation process is completed and will prepare the final evaluation report.
- 17.6.8 The TEC's evaluation of the evaluatee and its preparation of the final evaluation 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; however, Deans (or Directors if no Dean in the area) may conduct an optional fourth observation. 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 evaluation report shall be submitted to the TERB office by the due date prescribed by the TERB-approved calendar.

- 17.6.9 In the Fall semester of each academic year, the evaluation shall include all elements of the Probationary Evaluation Checklist. 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.
- 17.6.10 The tenure and evaluation process is intended to contribute to the professional growth and success of probationary faculty members. Should an evaluation be subject to an improvement plan, such plan will be developed by the TEC in accordance with Article 17.9.
- 17.6.11 The final evaluation 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 the final evaluation report and 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.
- 17.6.12 The Governing Board makes the final decision on the continuing employment and the granting of tenure for all probationary faculty members.
- 17.7 Probationary Faculty Rehire Appeals
- 17.7.1 If a probationary faculty member receives a “do not rehire” or a “do not rehire/deny tenure” on an evaluation report, the probationary faculty member may file an appeal.
- 17.7.2 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.

- When requested by the Superintendent/President, provide relevant evaluation components outlined in the checklist for the current and all previous evaluation years.

### 17.7.3 EAC Report

The EAC report and any requested supporting documents 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.

### 17.7.4 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:

- a) Two (2) administrators and one alternate appointed by the Superintendent/President,
- b) One (1) full-time, tenured faculty member and one alternate appointed by PFF,
- c) One (1) full-time, tenured faculty member (from the TERB committee if possible) and one alternate appointed by TERB, and
- d) Three (3) full-time, tenured faculty members and two alternates appointed by the Faculty Senate.

Each member of the EAC shall be neutral and objective 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.

At the direction of the TERB Coordinator, the members of the EAC may hold an initial planning meeting during the Fall semester.

### 17.7.5 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 according to Article 17.7.6.
  - Convene the EAC to hear appeals.
  - Ensure that each EAC member has access to all necessary documents.
  - Inform the probationary faculty member of their options to present to EAC.
  - Draft EAC report/recommendations.
  - Distribute the EAC report and any requested current or previous evaluation materials by February 1st or the first business day following to the Superintendent/President, Evaluator, TEC Chair, and TERB Coordinator.
- 17.7.6 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.
- 17.7.7 EAC faculty members required to meet on non-contract or non-instructional days shall be compensated at their non-instructional rate.
- 17.7.8 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 their 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. The TERB Coordinator will alert the VPHRS or their designee of the negative tenure/rehire recommendation. In addition to contacting the evaluatee by phone or email, a registered letter sent by Human Resource Services will be sent to the evaluatee's home within two (2) business days. The evaluatee shall have two (2) business days from the time they are contacted by HRS to contact the TERB Coordinator to initiate the appeals process.
- 17.7.9 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.
- 17.7.10 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.

- 17.7.11 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.
- 17.7.12 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 VPHRS shall be notified and District legal counsel shall be retained to ensure due process can proceed in accordance to this Article.
- 17.7.13 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 they so desire, 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.
- 17.7.14 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. Alternates do not vote unless an appointed member is recused or steps down from their duties.
- 17.7.15 All recommendations regarding tenure and rehire appeals will be explained in writing and submitted to the VPHRS or their designee, TERB Coordinator, the TEC, the Superintendent/President and the evaluatee by the Chair of the EAC.
- 17.7.16 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 Tenured (Peer) Out-of-Cycle Evaluation Checklist includes a self-evaluation form with professional development, student evaluations, three class observation forms, a letter from the Department Chair, a letter from the Dean/Director, a sample of course materials, and the final evaluation report. For faculty who are under an Improvement plan, the required documents include the Improvement Plan.

- 17.8.3 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 in consultation with the TERB Coordinator and the Dean. These evaluations shall be conducted all elements of the Tenured (Peer) Out-of-Cycle Evaluation Checklist as posted on the Tenure and Evaluations website. The Peer Review Committee (PRC) for out-of-cycle evaluations must include an additional faculty member outside of the department, selected by TERB. If the documented concern is related to the Department Chair, TERB, in consultation with the Dean, may initiate the out-of-cycle evaluation.
- 17.8.4 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 their 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. In departments with a lack of full-time faculty, the evaluatee can select a permanent faculty member from an unrelated department.
  - 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, TERB 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, TERB shall designate a tenured faculty member from a related discipline to serve as Chair of the PRC.
  - For departments with a non-faculty Director, the non-faculty Director will designate a tenured faculty member in that discipline or a related discipline to serve as Chair of the PRC.
- 17.8.5 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 their 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 their tenured designee).
- For each permanent faculty member in a shared 50/50 load, two classroom observations, one in each discipline, shall be required.

- 17.8.6 In a regular cycle evaluation, 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. In an out-of-cycle evaluation, the permanent faculty member can challenge either of the two (2) faculty members assigned to the faculty member's PRC, but not the PRC Chair. 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.
- 17.8.7 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 to the evaluatee and the Dean or first-level administrator 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 report.
- 17.8.8 The PRC's evaluation of the evaluatee and its preparation of the final evaluation 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. Evaluation calendars shall be established by TERB and PRCs make a good faith effort to adhere to the deadlines.
- 17.8.9 All evaluation documents as listed on the Peer (Tenured) Evaluation Checklist, along with 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 those conditions are met, the TERB Coordinator shall ensure the required signatures are collected. If those conditions are not met, the TERB Coordinator will provide feedback to the PRC Chair and return the evaluation for the necessary revisions.

- 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 (as detailed in Article 17.9).
- 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.
- 17.8.12 Outside Observations
- 17.8.12.1 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.
- 17.8.12.2 Observations outside of the process outlined in this Article shall not influence an individual faculty member’s evaluation. This does not preclude documented concerns from triggering an out-of-cycle evaluation.

## 17.9 Improvement Plan (IP) Process

17.9.1 Improvement Plans are intended to provide an opportunity for careful reflection and discussion, as they encourage communication between the faculty member and the evaluator(s) in order to help the faculty member to meet department standards and earn a satisfactory rating on their next evaluation report. The Improvement Plan shall clearly specify areas to improve and remedies to rectify issues described in the final evaluation report. 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 may 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 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 faculty member.



- Regularly scheduled meetings with the evaluator/evaluation committee and the evaluatee to discuss progress.
  - Meetings required by TERB with oversight by the TERB Coordinator.
- 17.9.2 Improvement Plans are developed collaboratively, to the extent practicable, by the evaluatee and evaluator(s) with consultation from the TERB Coordinator, and, when necessary, the TERB Committee and/or the Dean or first-level administrator.
- 17.9.3 The Improvement Plan shall be written in good faith and approved by the evaluator(s) and the TERB Coordinator, with possible additional approval by the TERB Committee.
  - 17.9.3.1 In the event where greater oversight or review is needed, the TERB Committee will review the IP. Greater oversight by the TERB Committee may occur in situations such as:
    - Those involved in developing the IP (see Article 17.9.2) cannot agree on the content in the IP.
    - Recommended adjustments are not made by the evaluatee in their previous Improvement Plan.
    - A Probationary faculty member receives an IP in their final year of the probationary period.
    - The TERB Coordinator requests consultation with TERB.
- 17.9.4 A draft IP is submitted with the final evaluation report and the final IP is completed following the completion of the final evaluation report. The final evaluation report along with the final approved IP are combined into one document. The IP remains attached to the final evaluation report.
- 17.9.5 The Evaluator(s) will determine the adequacy of progress demonstrated by the faculty member under the Improvement Plan and whether the progress impacted ratings on the follow-up evaluation. The evaluator(s) will meet with the TERB Coordinator and Dean or first/level administrator to update them on the evaluatee's progress and allow them to provide feedback.
- 17.9.6 Improvement Plans are attached to the final evaluation report and become part of the official evaluation document.

#### 17.9.7 Part-Time Faculty Improvement Plan Process

- 17.9.7.1 Part-Time Faculty with an IP will have a follow-up evaluation conducted with their next assignment assigned course, where practicable, but within a year unless no courses are assigned.
- 17.9.7.2 Along with the evaluator and the TERB Coordinator, the Department Chair (or Director if there is no Department Chair in that area), and Dean or first-level administrator, will also sign the IP.
- 17.9.7.3 The follow-up evaluation may need to be conducted during Summer session in order to implement improvement plans.

#### 17.9.8 Permanent Faculty Improvement Plan Process

- 17.9.8.1 Permanent faculty who have an Improvement Plan, due to an overall “Needs Improvement” or “Unsatisfactory” rating, shall have an expanded evaluation process that includes: student evaluations in all courses up to load, 3-4 observations, PD transcript, Chair letter, Dean/Director letter, and self-evaluation.
- 17.9.8.2 When there is an IP for a Peer, the PRC expands to include an outside member chosen by the TERB Committee, if the program of improvement extends beyond one (1) semester, the appropriate Dean or first-level administrator will be added to the PRC. The TERB Committee also appoints an Evaluations Observer to observe and support the process.
- 17.9.8.3 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) semesters in the program of improvement, a rating of Standard Professional Performance (or higher) is not earned and the PRC has not seen evidence of good faith effort on the part of the evaluatee to make improvements, the PRC may either recommend only one (1) additional review, which shall be completed no later than two (2) years from the first report, or refer the matter to the appropriate Vice President. The Vice President shall, in consultation with the TERB, recommend a continued program of improvement or refer the matter to the Superintendent/President for consideration in accordance with CA Education Code § 87732.

## 17.9.9 Probationary Improvement Plan Process

- 17.9.9.1 Probationary faculty with an Improvement Plan will have an Evaluations Observer appointed by TERB to support the process.
- 17.9.9.2 An Improvement Plan shall be required when the faculty member, in the final evaluation report submitted at the end of the Fall semester of their 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” in two or more areas, or “Unsatisfactory” or “No” in one or more areas indicated in the final evaluation report.
- 17.9.9.3 An Improvement Plan shall be required when the faculty member, in the final evaluation report submitted at the end of the Fall semester of their third or fourth year of probationary service, receives at least one element of performance marked as “Needs Improvement” or “Unsatisfactory” or “No.”
- 17.9.9.4 An Improvement Plan shall be established at the start of the Spring semester following the conditions stated in Article 17.9.8.2 and Article 17.9.8.3 when the employee receives and accepts a contract for continuing employment in the District. The Improvement Plan may be in place for Spring and/or the following Fall until the next full evaluation is conducted in the Fall semester.
- 17.9.9.5 No later than the end of the second week of the Spring semester, in the faculty member’s first, or second, or third year of probationary service, 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 the TERB Coordinator. The TERB Coordinator or TERB, as appropriate, shall either approve the plan or remand it to the evaluatee and the TEC for revision. Any revised plan shall receive approval by the TERB Coordinator or TERB, as appropriate, before it is implemented.

## 17.10 Violation of BP 3570 — Smoking and/or Other Tobacco Use

Any violations of BP 3570 shall not be used for evaluations.

## ARTICLE 18 — REDUCTION IN FORCE

- 18.1 The District may lay off 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 lay off.
- 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:

- a) Ten (10) points for an earned doctorate degree from an accredited university;
- b) One (1) point for each semester of work in the District as an adjunct faculty member within the previous (10) years; and
- c) 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 FSAs shall continue to be the FSAs established by the District Governing Board and maintained by the Faculty Service Area subcommittee of the Faculty Senate. The Faculty Senate, in consultation with the PFF, makes recommendations of FSAs to the Governing Board. The Governing Board may add to, delete, or modify the FSAs upon the positive recommendation of the Superintendent/President and after both the PFF and the

Faculty Senate have had a reasonable opportunity for input. The current FSAs can be found on the Faculty Senate website.

- 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 FSAs 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 to be relevant provisions of the Education Code.
- 18.8 A laid-off tenured or probationary faculty member may utilize any remaining personal necessity leave 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 their workload to less than 100% under all of the requirements set out in Article 19.1 through Article 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, 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, media 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 their 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 and has not received a *Needs Improvement* or *Unsatisfactory* evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.

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

- 20.2.1.3 The District retains the right to deny any request for a voluntary transfer and reserves the right to employ a new faculty member for any vacant or new position.
- 20.2.1.4 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for denying 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 and have not received a *Needs Improvement* 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 denying 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 their 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:

- Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as a reimbursable expense.
- Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.
- 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.
- 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 one lockable office equipped with a telephone, computer, lockable files, desk, chairs, bookshelves, and email/internet access at the educational site of their primary assignment unless the faculty member chooses otherwise. Office location may change over the course of a faculty member's employment. The office shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety. This office space will be provided until the full-time faculty member is no longer employed by the District. By the date of separation from the District, all personal belongings shall be removed by the faculty member and District property returned.

20.7.2 The District recognizes the need for office space for part-time faculty to meet with students. Adequate furniture, telephones, computers, webcams, and microphones 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. Offices that are vacant due to retirements or resignations may be made available for use by full- or part-time faculty on a temporary basis.

20.7.3 The District will make available a minimum of 1,200 square feet of office space for part-time faculty members in the Natural Science Building on the San Marcos campus, and a comparable, proportionate, and adequate office space for use by part-time faculty members at each of the other District campuses and educational centers.

20.7.4 In order to meet the need for effective office space for part-time faculty, the District and the PFF are committed to continued collaborative work to identify the needs for additional office space for part-time faculty.

20.7.5 When the need for additional office space has been agreed upon, all office space allocations will follow the guidelines of the Division of State Architects with regard to qualifying District facility construction for state funds.

## 20.8 Monitoring of Workspaces 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. In these cases, affected faculty members and the Federation will be notified immediately to the extent allowable by law. The District may monitor use patterns and costs in a bona fide criminal investigation.

20.8.2 All workspaces 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.

**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, 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 department, 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, 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 0.75 = 49.5 contact hours taught x 6 semesters taught = PN of 297
- Base Load Calculation: 44 noncredit hours taught x 0.75 = 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 0.75 = 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 0.75 = 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 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 semester, and shall be determined by Human Resource Services, who will calculate the number of semesters since hire 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 twice annually. 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 0.3 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. After being offered to full-time faculty, additional courses or hours that become available after initial scheduling can be used to replace part-time assignments that were lost due to cancellations or bumping, wherever possible.

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 0.20 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 shall be established in the department bylaws. Part-time faculty who have successfully taught a course for the District within the previous four semesters, having met the standard department criteria at that time, shall not be deemed ineligible to teach that course under any new criteria.
- 20.10.2.3 For the purpose of this Article, the eligibility for teaching a course will include but is not limited to education, required certifications, recency in terms of teaching experience, specific course work experience, expertise, and ability to expose students to current information, technology, and skills required in the classroom. These criteria shall be established in the department bylaws.
- 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 they 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 (given 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 The Department Chair or designee should avoid unnecessary delays in assigning part-time faculty members to courses for upcoming semesters after scheduling has occurred. Part-time faculty assignments influence eligibility for health care benefits and scheduling at other colleges.
- 20.10.3.3 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 a subsequent semester.
- 20.10.4 Subject to the provisions of Article 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.

In addition, a part-time faculty member who falls under any of the above actions/situations may lose any previously assigned courses and cannot serve on District Committees.

A faculty member disqualified due to a Needs Improvement rating shall regain eligibility when they receive a Standard Professional Performance rating on a subsequent peer evaluation.

20.10.4.1 The TERB Coordinator shall notify HRS within ten business days upon receiving a completed evaluation with an overall Needs Improvement or Unsatisfactory rating. Department chairs and/or the Dean shall notify HRS for any other reason where part-time faculty would have their preferential consideration removed.

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 the assignment will be made in the closest subsequent semester.

## 20.11 Full-Time Faculty Assignments

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. Department chairs collaborate with their Dean to ensure that department needs and faculty loads are sufficiently addressed before classroom and non-classroom assignments are finalized.

20.11.1 Once assignments are made to full- or part-time faculty, full-time faculty cannot bump other faculty other than to make their contract load. In the event full-time faculty of the department/program cannot come to mutual agreement upon a process, the Dean shall determine the process. If a full-time faculty member is assigned an overload course during the fall or spring semesters and one of their contract load classes is cancelled, the overload assignment(s) will be shifted to fill the contract load. Bumping of other faculty should not occur in instances where there are open courses that the faculty member is able to teach.

20.11.2 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.

The district shall provide faculty with at least five (5) weeks advance notice of a change in operational hours.

- 20.11.3 Full-time faculty course assignments must follow the department course criteria as mentioned in Article 20.10.2.2.
- 20.11.4 Prior to developing faculty assignments for a future semester or session, the Department Chair or designee will solicit scheduling preferences from each full-time faculty member in the department. The Department Chair shall consider faculty members' preferences when they develop faculty schedules and assignments. The Department Chair, in collaboration with the discipline lead where relevant, will create the schedule and staffing assignments and notify faculty of their preliminary assignment.
- 20.11.5 Faculty members shall receive their District notice of assignment 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.
- 20.11.6 No faculty member shall be required to accept an overload assignment.
- 20.11.7 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

Full-time 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 may reapply for employment as a part-time faculty member. If rehired by the department or discipline, they will be offered up to one assignment or 0.3 load in the discipline they retired from after full-time 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, 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

20.13.1.1 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.

20.13.1.2 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 outlined in AP 4105. The Department Chair or Dean may rescind distance education course assignments if the faculty member is determined not to meet the requirements in AP 4105.

#### 20.15 Lactation Protections

20.15.1 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 electrical outlets and seating, and access to a sink and refrigeration/storage for pumped milk.

20.15.2 Scheduling of full-time and part-time faculty who are lactating, including ECELS teachers, must take into account appropriate breaks sufficient for pumping. Under California law (LAB § 1030 – § 1031), these protections extend to any faculty member for as long as the faculty member is nursing their child. Individual needs must be accommodated by the department or supervisor, including but not limited to providing breaks long enough to pump and not scheduling two classes back-to-back for the faculty member. Faculty members who are pumping must provide their Department Chair or supervisor with lactation-related scheduling needs before the semester starts.

#### 20.16 Faculty Retreat Rights

20.16.1 CA Education Code § 87454 allows tenured faculty who move into administrative positions to retain their tenured status and the ability to move back to their previous faculty positions when their administrative assignment concludes if the administrative position and the tenured faculty position are within the same district.

20.16.2 In instances where a former faculty member exercises their retreat rights under this provision, the parties agree to meet and negotiate over the impacts

and effects related to the retreating employee and other unit members with an intent to minimize negative impacts to all parties.

## **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, 2025, 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 ensure 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, instructor-created or adapted content on learning management systems (LMS) 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 § 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 Article 25.4.2.1 below, and the District is not authorized to use such works under Article 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, instructor-created or adapted content on LMS, 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 Article 25.4.2.1 below.

25.4.1.2 In cases where RFPs 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 \$2,500 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 Article 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 Article 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.

25.5.1.2.1 The District will not authorize faculty-owned work, as defined in this Article, to be used by other faculty members or others.

Any faculty member who has access to other faculty-owned work shall not use it without express written permission of the copyright holder. In the event of an unforeseen circumstance, such materials may be temporarily used for the purpose of continuing courses to minimize the negative impact on students.

## 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 Article 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

25.8.1 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.

25.8.2 The District will provide reasonable assistance for faculty members in copyright disputes with a third party (e.g. online test and study websites) related to work covered in this Article. Reasonable assistance does not include the District providing legal services for third party claims related to the faculty member's personal intellectual property.

## **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.

## **ARTICLE 27 — RESIGNATION**

- 27.1 In accordance with Board Policy 7350, the Superintendent/President has the authority to accept resignations on behalf of the Governing Board at any time. Resignations shall be deemed accepted by the Governing Board when accepted in writing by the Superintendent/President. Once the resignation is accepted by the Superintendent/President, the resignation is final and may not be rescinded except in the situations outlined below.
- 27.2 Resignations may be rescinded in the following situations:
- An employee may withdraw a resignation within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) after submitting it. An employee seeking to withdraw a resignation must submit a written request to do so to the Superintendent/President or designee within forty-eight hours of the submission.
  - An employee may withdraw a resignation after (48) hours (exclusive of Saturdays, Sundays, and holidays) after submitting it and before the date approved by the Governing Board for the resignation to take effect upon a showing of reasonable cause. An employee seeking to withdraw a resignation must submit a written request to do so to the Superintendent/President or designee specifying the reason(s) for the request. Such request must be approved by mutual agreement in writing by PFF, the employee, and the Superintendent/President.
- 27.3 In no event shall a resignation that has been accepted by the Governing Board be rescinded after the effective date of resignation has passed.

## APPENDIX A — BARGAINING UNIT DESCRIPTION



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



PALOMAR COMMUNITY COLLEGE DISTRICT, ) ) Employer, ) ) and ) ) PALOMAR FACULTY FEDERATION, ) CFT/AFT, ) ) Exclusive Representative. ) ) )	Type of Election: ) <u>XX</u> Consent Agreement ) _____ Directed Order ) ) Case Number: LA-RR-1060 ) ) )
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### CERTIFICATION OF REPRESENTATIVE

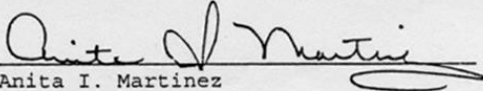
An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for the Palomar 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
<b>ARTS, MEDIA, AND BUSINESS ADMINISTRATION DIVISION</b>			
<b>Art Department</b>			
	Art	15	18
	Art — Design	15	18
	Art — Illustration	15	18
<b>Business Administration Department</b>			
	Accounting	15	15
	Business	15	15
	Business Management	15	15
	International Business	15	15
	Legal Studies	15	15
	Real Estate	15	15
<b>Media Studies Department</b>			
	Cinema	15	15
	Communications	15	15
	Digital Broadcast Arts	15	18
	Journalism	15	15
	Photography	15	18
<b>Graphic Communications Program</b>			
	Graphic Communications	15	18
	Graphic Communications — Internet and Publishing	15	18
	Graphic Communications — Multimedia and Web	15	18
<b>Performing Arts Department</b>			
	Dance	15	15
	Music	15	15
	Music 220 (Individual Study/Applied Music)	22.5	22.5
	Theatre Arts	15	15
<b>CAREER, TECHNICAL, AND EXTENDED EDUCATION DIVISION</b>			
<b>Cooperative Education Department</b>			
	Cooperative Education	20	20
<b>Design and Manufacturing Technologies Department</b>			
	Architecture	15	15
	Drafting Technology	15	15
	Fashion Design and Merchandising	15	15
	Industrial Technology	15	15
	Interior Design	15	15
	Nutrition	15	15
<b>Emergency Medical Education</b>			
	Emergency Medical	15	18
	EME 210 Hospital Clinical (Formula based: Number of weeks x Number of students /3)		30
	EME 215 Field Internship (Formula = 12 total hours per student (Ex. 3 students x 12 = 36 hours for class))		30
<b>Public Safety Program</b>			
	Administration of Justice	15	20
	Fire Technology	15	20
<b>Trade and Industry Department</b>			



DEPT.	DIVISION	LECTURE	LAB
	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
<b>LANGUAGES AND LITERATURE DIVISION</b>			
<b>English, Humanities, and Reading Department</b>			
	English	15	15
	Humanities	15	
	English Writing Lab		15
	Reading	15	15
<b>English as a Second Language Department</b>			
	ESL & INEA Noncredit	20	20
	ESL Courses 1-99	15	15
	ESL Courses 100 and above	15	15
<b>Library Department</b>			
	Library Technology	15	15
	Librarian	30	30
<b>Speech Communication/Forensics/ASL Department</b>			
	American Sign Language	15	18
	Speech	15	18
<b>World Languages Department</b>			
	Arabic	15	18
	Chinese	15	18
	French	15	18
	German	15	18
	Italian	15	18
	Japanese	15	18
	Spanish	15	18
<b>MATHEMATICS, SCIENCES, AND ENGINEERING DIVISION</b>			
<b>Chemistry Department</b>			
	Chemistry	15	15
<b>Computer Science and Information Technology Department</b>			
	Computer Science and Information Systems — Computer Science	15	15
	Computer Science and Information Systems — Information	15	15
	Computer Science and Information Systems — Networking	15	15
	Computer Science and Information Systems — Web Technology	15	15
<b>Dental Assisting Program</b>			
	Dental Assisting	15	15
<b>Earth, Space, and Environmental Sciences Department</b>			
	Astronomy	15	15
	Earth Sciences	15	15
	Geography	15	15
	Geology	15	15
	Oceanography	15	15
<b>Life Sciences Department</b>			
	Biology	15	15

DEPT.	DIVISION	LECTURE	LAB
<b>Mathematics Department</b>			
	Mathematics	15	15
	Open Entry Lab		30
<b>Nursing Education Department</b>			
	Nursing Education	15	15
<b>Physics/Engineering Department</b>			
	Engineering	15	15
	Physical Science	15	15
	Physics	15	15
<b>SOCIAL AND BEHAVIORAL SCIENCES DIVISION</b>			
<b>American Indian Studies Department</b>			
	American Indian Studies	15	15
	American Studies	15	15
<b>Behavioral Sciences Department</b>			
	Alcohol and Other Drug Studies	15	15
	Anthropology	15	15
	Philosophy	15	15
	Psychology	15	15
	Religious Studies	15	
	Sociology	15	15
<b>Child Development and Education Department</b>			
	Child Development	15	15
	Education	15	15
<b>Economics, History and Political Science Department</b>			
	Economics	15	
	History	15	
	Political Science	15	
<b>Health and Kinesiology Department</b>			
	Health	15	20
	Kinesiology	15	20
	Wellness/Fitness Lab		30
<b>Ethnic Studies Department</b>			
	Africana Studies	15	15
	Chicano Studies	15	15
	Ethnic Studies	15	15
	Multicultural Studies	15	15
<b>STUDENT SERVICES DIVISION</b>			
<b>Student Services</b>			
	Athletics and Competitive Sports	15	20
<b>Counseling Services</b>			
	Counseling	15	15
<b>Disability Resource Center</b>			
	Disability Resource	30	30
<b>NONCREDIT PROGRAMS</b>			
<i>(Includes all noncredit courses not specifically listed above)</i>			
	Noncredit Courses	24	24
	CDCP noncredit Courses (see Education Code § 84760.5)	20	20
	(Where a noncredit course is taught concurrently with a credit class, the load for the credit class prevails)		

## APPENDIX C — FACULTY RESPONSIBILITIES

Each faculty member is required to follow all relevant District policies, procedures, and regulations and to fulfill all contractual and legal obligations. The following lists are meant to provide an overview of general faculty responsibilities and may not apply to all categories of faculty. Specific programs or areas may have additional requirements per department bylaws and job descriptions.

- Teach all assigned classes or fulfill primary duties (in the case of counselors and librarians) as scheduled unless excused under the provisions of this agreement.
- Teach courses in accordance with the current course outlines of record.
- Respond in a timely manner to student questions and contact via email, LMS, and/or phone. Respond promptly to all relevant communications from students or colleagues sent to District-provided email.
- Regularly assess and provide timely feedback on student requests and coursework.
- Follow all District safety protocols.
- Participate in the assessment of student learning outcomes.
- Ensure that students and the Chair receive a class syllabus for every class section that is taught.
- In cases of necessary absence, notify the Department Office (who will inform the Dean) and the Chair in advance when possible, and if missing a class or other scheduled duties, including office hours, ensure students are notified.
- Submit end-of-session grades and any required supporting documentation or attendance reports by the published deadlines. Submit required attendance and census information according to Title 5, § 58004 by the published deadlines. When required, keep accurate records of student enrollment, attendance, and academic progress and submit them to appropriate offices by the published deadlines.
- Follow department practice to submit textbook information to the bookstore on or before the published deadlines. Free and low-cost textbook information must also be submitted using the process described on the CALM (Comets Affordable Learning Materials) website by the published deadlines.
- Keep all course documentation (grades, attendance, coursework) for at least three academic years following the close of the semester or session.

### Full-time Faculty Responsibilities (in addition to above)

- Establish and attend all scheduled office hours following the criteria in Article 4. Office hours shall be clearly posted for the current semester and included on syllabi, learning management software, and shared with the Department/Division.
- Participate in evaluation and hiring committees, and participatory governance.
- Participate in department and division meetings and relevant department activities.
- Fully participate in orientation day (plenary) on the Friday immediately preceding the start of the fall semester and commencement ceremonies.

- Participate in developing and assessing student learning outcomes, student area outcomes, and institutional learning outcomes.
- Participate in curriculum development and review.
- Participate in program review and planning.

## 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: (1) the conditions under Provision A are met or (2) 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 § 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 § 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 F — EXTRA DUTY STIPEND SALARY SCHEDULE (FACULTY POSITIONS)

Effective Fall 2024

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)	Appointed By <sup>\$§</sup>
AODS Program Coordinator	20%			Department
Accreditation Faculty Tri-Chair <sup>†</sup>	40% for 5/7 years in cycle, 60% for 2/7 years in cycle (when working on ISER)  (available to Faculty Senate for redirection when Co-Chair not assigned)			Faculty Senate
Archaeology Program Coordinator	20%			Department
Articulation Officer <sup>† **</sup>	100% (11-month permanent)		10 hours/week for four (4) weeks @ Instructor's non-instructional hourly wage rate	Hired Position
ASL Lab Coordinator	20%			Department
CALM Coordinator	20%			Faculty Senate
Career Center Coordinator	50%			Department
CFT Lab Coordinator	20%			Department
Credit for Prior Learning Coordinator	40%			Faculty Senate
Curriculum Committee Co-Chair	60%		10 hours	Faculty Senate
Dance Production Coordinator		48.5 hours		Department
Dental Assisting Coordinator		\$103 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)		Department
Distance Education Coordinator	60%		10 hours	Faculty Senate
EME Program Faculty Director	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)	Department
Lead Paramedic Instructor				
ESL Computer Lab Coordinator	27%		18 hours	Department



<b>Extra Duty Position</b>	<b>Release Percentage</b>  (Per Fall & Spring semesters unless otherwise noted)	<b>Stipend Amount</b>  (Per Fall & Spring semesters unless otherwise noted)  (Paid at the Grade C, Step 20 non-instructional rate unless otherwise noted)	<b>Summer Stipend</b>  (Paid at the Grade C, Step 20 non-instructional rate unless otherwise noted)	<b>Appointed By<sup>§§</sup></b>
ESL Program Coordinators		Six (6) Program Coordinators will each be paid a single stipend of three (3) hours/week at the Instructor's non-instructional hourly wage rate	4 hours/week for six (6) weeks @ Instructor's non-instructional hourly wage rate	Department
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 hours/week for six(6) weeks @ Instructor's non-instructional hourly wage rate	Department
ESL Tutor Coordinator <sup>†</sup>	60%		18 hours	Department
Equivalency Committee Chairperson <sup>††</sup>	20%		Up to 10 hours	Faculty Senate
Faculty Senate Council (Divided by Senate)	1.4 FTE		30 hours (to be distributed by Senate for Summer work by Council members)	Faculty Senate
Faculty Senate reassigned time appointed for rotating or new initiatives and needs as identified by the Faculty Senate	0.8 FTE (No position shall receive less than 20% reassigned time)		14 hours (to be distributed by Senate for Summer work among these positions)	Faculty Senate
Forensics Coordinators (4)	15% each	34.5 hours each per year		Department
KINE 128 Coordinator	25%			Department
Lead Instructors for Paramedic Training		14.5 hours for the full 10-month course		Department
Lead Instructors for EMT Training		4 hours for the full course		Department
Learning Outcomes Coordinators (2)	40% each			Faculty Senate
Liaison to the ECE Lab School	20%		3 hours/week for ten (10) weeks at instructor's non-instructional hourly wage	Department
Math Center Coordinator <sup>†</sup>	60%		17.5 hours	Department
Assistant Math Center Coordinator <sup>†</sup>	40%			Department
MUS 148 Palomar Chorale		9 hours		Department
MUS 151 Concert Band		9 hours		Department

<b>Extra Duty Position</b>	<b>Release Percentage</b> (Per Fall & Spring semesters unless otherwise noted)	<b>Stipend Amount</b> (Per Fall & Spring semesters unless otherwise noted) (Paid at the Grade C, Step 20 non-instructional rate unless otherwise noted)	<b>Summer Stipend</b> (Paid at the Grade C, Step 20 non-instructional rate unless otherwise noted)	<b>Appointed By<sup>§§</sup></b>
MUS 172 Repertory Jazz Ensemble		9 hours		Department
MUS 184 Electronic Ensemble		9 hours		Department
MUS 198 Palomar Symphony Orchestra (two stipends)		9 hours		Department
MUS 220 Applied Music Coordinator	Either 20% or stipend	27.25 hours		Department
Nursing Department Evening/Weekend Orientation/Mentoring <sup>§</sup>		Up to 37.25 hours as accounted for in a Time and Effort Report		Department
Pride Center Coordinator	20%			Faculty Senate
Phi Theta Kappa Advisor	20%			Faculty Senate
Planetarium Coordinator and Assistant Coordinator	60% (total of 60% reassigned time to be shared by Coordinator and Asst. Coordinator)			Department
Professional Development (PD) Coordinator <sup>††</sup>	80% (an additional 20% is provided for the 2-year NCEA Coordinator position when it is Palomar's turn once every 6 years)		10 hours/week from July 1 through plenary @ instructor's non-instructional hourly wage rate	Faculty Senate
Puente English Faculty Co-Coordinator	27%			Department
Puente Counselor/Co-Coordinator	52%			Department
Sabbatical Leave Committee Chair		43.5 hours		See Article 9
Service Learning Program Coordinator	20%			Faculty Senate
Telescope/IMPACT Faculty Coordinator	20%			Department
Tenure and Evaluations (TERB) Coordinator <sup>†† ††</sup>	80%		12 hours/week for six (6) weeks @ instructor's non-instructional hourly wage rate	PFF & District
Theatre Production Designer		\$1,500 per production as assigned		Department
Transfer Center Coordinator	60%			Department
Umoja Coordinator	50%			Faculty Senate
Umoja Counselor	Up to 100% (as outlined in UMOJA MOU)			Department

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)	Appointed By <sup>§§</sup>
Umoja Faculty		10 hours (ancillary duties if assigned to PT faculty)		Department
Women's Studies Program Coordinator	20%			Department
World Languages Computer Lab Coordinator	33%		16 hours	Department
Writing Center Coordinator	60%		17.5 hours	Department

### Notes:

In compliance with Article 4.1.14, a faculty member's workload (inclusive of teaching and grant activities) shall not exceed the equivalent of 140% unless exceptions are approved as outlined in Article 4. If a stipend is elected, this shall apply toward faculty load. Release time is release/reassignment as measured from a 40-hour workweek as referenced in Article 4. Full-time faculty appointed to reassigned time positions outlined in this Appendix shall apply the reassigned time to their contract load before applying it to overload; any exception to this must be approved in advance by the appropriate Vice President. Part-time Faculty who are appointed to reassigned time positions outlined in this Appendix, and full-time faculty who must take reassigned time positions as overload, will be compensated based on the 40-hour workweek. Each 20% reassigned time is paid at 8 hours per week using the wage from Grade C, Step 20 in Academic Overload Salary Schedule: Non-Instructional Assignments, for the duration of the relevant semester.

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.

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

<sup>‡</sup> The Articulation Officer, Instructional Designer(s), and any other faculty without a department or academic division, will be able to apply for committees/any participatory governance position (including hiring committees) 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.

<sup>§</sup> 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).

<sup>\*\*</sup> 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.

<sup>††</sup> 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.

<sup>††</sup> Outgoing Coordinators in these positions will receive a one-time stipend of 20 hours paid at the Grade C Step 20 non-instructional rate upon completion of their term in order to help transition the incoming Coordinator into the role.

<sup>§§</sup> Department appointment procedures must be outlined in the department bylaws. If there is documented concern about performance or workload of a faculty member in their reassigned time position, the Dean or appropriate administrator may initiate conversation with the appointing body in order to resolve such concerns.

## APPENDIX G — SALARY SCHEDULES

### Part Time Faculty - Instructional Assignments (FY 2024-2025)

Hourly Instructional Rate

Additional COLA - 1.07% (FY 2024-2025)

Effective 7.1.2024, Approved 8.13.2024

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G	Grade H
<b>Step 1</b>	75.81	77.65	80.24	82.46	84.27	86.13	88.02
<b>Step 2</b>	80.24	82.46	84.69	86.91	88.68	90.49	92.34
<b>Step 3</b>	84.69	86.93	89.15	91.38	93.25	95.15	97.09
<b>Step 4</b>	89.15	91.38	93.60	95.83	97.78	99.76	101.79
<b>Step 5</b>	91.37	93.67	95.94	98.23	100.27	102.36	104.49
<b>Step 6</b>	93.66	96.01	98.35	100.68	102.83	105.02	107.26
<b>Step 7</b>	96.00	98.41	100.80	103.20	105.47	107.79	110.17
<b>Step 8</b>	98.40	100.88	103.32	105.78	108.14	110.57	113.04
<b>Step 9</b>	100.85	103.40	105.91	108.43	110.92	113.47	116.08
<b>Step 10</b>	103.37	105.98	108.56	111.14	113.76	116.45	119.20

ADJ

### Part-Time Faculty - Non-Instructional Assignments (FY 2024-2025)

Hourly Non-Instructional Rate

Additional COLA - 1.07% (FY 2024-2025)

Effective 7.1.2024, Approved 8.13.2024

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G	Grade H
<b>Step 1</b>	74.60	76.44	79.03	81.25	83.04	84.86	86.73
<b>Step 2</b>	79.03	81.25	83.49	85.70	87.45	89.23	91.06
<b>Step 3</b>	83.49	85.72	87.94	90.17	92.01	93.89	95.81
<b>Step 4</b>	87.94	90.17	92.39	94.63	96.55	98.51	100.51
<b>Step 5</b>	90.14	92.42	94.70	97.00	99.01	101.07	103.17
<b>Step 6</b>	92.40	94.74	97.06	99.42	101.54	103.70	105.91
<b>Step 7</b>	94.71	97.10	99.49	101.91	104.15	106.44	108.78
<b>Step 8</b>	97.07	99.53	101.98	104.45	106.79	109.18	111.63
<b>Step 9</b>	99.50	102.02	104.53	107.06	109.52	112.04	114.62
<b>Step 10</b>	101.98	104.57	107.14	109.74	112.33	114.98	117.69

ADJN

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

Academic Salary Schedule (Fiscal Year 2024-2025)  
10-month Employees paid over 10 months - ACA  
Additional COLA - 1.07% (FY 2024-2025)  
Effective 7.1.24, Approved 8.13.24

	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	77,011.42	7,701.14	80,533.48	8,053.35	84,051.27	8,405.13	87,569.03	8,756.90	91,084.43	9,108.44	93,660.31	9,366.03	95,543.26	9,554.33
Step 2	80,533.48	8,053.35	84,051.27	8,405.13	87,569.03	8,756.90	91,084.43	9,108.44	94,601.75	9,460.18	97,491.91	9,749.19	99,374.87	9,937.49
Step 3	84,051.27	8,405.13	87,569.03	8,756.90	91,084.43	9,108.44	94,601.75	9,460.18	98,119.54	9,811.95	101,327.98	10,132.80	103,210.93	10,321.09
Step 4	87,569.03	8,756.90	91,084.43	9,108.44	94,601.75	9,460.18	98,119.54	9,811.95	101,641.79	10,164.18	105,157.23	10,515.72	107,040.18	10,704.02
Step 5	91,084.43	9,108.44	94,601.75	9,460.18	98,119.54	9,811.95	101,641.79	10,164.18	105,157.23	10,515.72	108,988.57	10,898.86	110,871.52	11,087.15
Step 6	94,601.75	9,460.18	98,119.54	9,811.95	101,641.79	10,164.18	105,157.23	10,515.72	108,988.57	10,898.86	112,820.16	11,282.02	114,703.11	11,470.31
Step 7	98,119.54	9,811.95	101,641.79	10,164.18	105,157.23	10,515.72	108,988.57	10,898.86	112,820.16	11,282.02	116,651.51	11,665.15	118,534.47	11,853.45
Step 8	101,641.79	10,164.18	105,157.23	10,515.72	108,988.57	10,898.86	112,820.16	11,282.02	116,651.51	11,665.15	120,480.75	12,048.08	122,363.70	12,236.37
Step 9	105,157.23	10,515.72	108,988.57	10,898.86	112,820.16	11,282.02	116,651.51	11,665.15	120,480.75	12,048.08	124,316.85	12,431.68	126,199.80	12,619.98
Step 10	108,988.57	10,898.86	112,820.16	11,282.02	116,651.51	11,665.15	120,480.75	12,048.08	124,316.85	12,431.68	128,148.22	12,814.82	130,031.17	13,003.12
Step 11	112,820.16	11,282.02	116,651.51	11,665.15	120,480.75	12,048.08	124,316.85	12,431.68	128,148.22	12,814.82	131,980.03	13,198.00	133,862.98	13,386.30
Step 12	120,480.75	12,048.08	124,316.85	12,431.68	128,148.22	12,814.82	131,980.03	13,198.00	135,809.06	13,580.91	139,640.60	13,964.06	141,523.56	14,152.36
Step 13	124,316.85	12,431.68	128,148.22	12,814.82	131,980.03	13,198.00	135,809.06	13,580.91	139,640.60	13,964.06	143,474.31	14,347.43	145,357.27	14,535.73
Step 14	128,148.22	12,814.82	131,980.03	13,198.00	135,809.06	13,580.91	139,640.60	13,964.06	143,474.31	14,347.43	147,310.19	14,731.02	149,193.14	14,919.31
Step 15	131,980.03	13,198.00	135,809.06	13,580.91	139,640.60	13,964.06	143,474.31	14,347.43	147,310.19	14,731.02	151,110.21	15,110.21	152,993.16	15,293.16
Step 16	135,809.06	13,580.91	139,640.60	13,964.06	143,474.31	14,347.43	147,310.19	14,731.02	151,110.21	15,110.21	154,941.23	15,494.12	156,824.18	15,682.22
Step 17	139,640.60	13,964.06	143,474.31	14,347.43	147,310.19	14,731.02	151,110.21	15,110.21	154,941.23	15,494.12	158,771.28	15,877.13	160,654.23	16,065.43
Step 18	143,474.31	14,347.43	147,310.19	14,731.02	151,110.21	15,110.21	154,941.23	15,494.12	158,771.28	15,877.13	162,584.28	16,258.43	164,467.23	16,446.73
Step 19	147,310.19	14,731.02	151,110.21	15,110.21	154,941.23	15,494.12	158,771.28	15,877.13	162,584.28	16,258.43	166,417.33	16,641.73	168,300.28	16,830.28
Step 20	151,110.21	15,110.21	154,941.23	15,494.12	158,771.28	15,877.13	162,584.28	16,258.43	166,417.33	16,641.73	170,232.33	17,023.23	172,115.28	17,215.28
Step 21	154,941.23	15,494.12	158,771.28	15,877.13	162,584.28	16,258.43	166,417.33	16,641.73	170,232.33	17,023.23	174,067.38	17,406.78	175,950.33	17,595.03
Step 22	158,771.28	15,877.13	162,584.28	16,258.43	166,417.33	16,641.73	170,232.33	17,023.23	174,067.38	17,406.78	177,902.43	17,789.23	179,785.38	17,978.58
Step 23	162,584.28	16,258.43	166,417.33	16,641.73	170,232.33	17,023.23	174,067.38	17,406.78	177,902.43	17,789.23	181,737.43	18,169.73	183,620.38	18,362.38
Step 24	166,417.33	16,641.73	170,232.33	17,023.23	174,067.38	17,406.78	177,902.43	17,789.23	181,737.43	18,169.73	185,562.43	18,552.43	187,445.38	18,744.58
Step 25	170,232.33	17,023.23	174,067.38	17,406.78	177,902.43	17,789.23	181,737.43	18,169.73	185,562.43	18,552.43	189,397.48	18,939.78	191,280.43	19,128.43
Step 26	174,067.38	17,406.78	177,902.43	17,789.23	181,737.43	18,169.73	185,562.43	18,552.43	189,397.48	18,939.78	193,232.53	19,323.53	195,115.48	19,515.48
Step 27	177,902.43	17,789.23	181,737.43	18,169.73	185,562.43	18,552.43	189,397.48	18,939.78	193,232.53	19,323.53	197,067.58	19,706.78	198,950.53	19,895.53
Step 28	181,737.43	18,169.73	185,562.43	18,552.43	189,397.48	18,939.78	193,232.53	19,323.53	197,067.58	19,706.78	200,902.63	20,092.63	202,785.58	20,282.58
Step 29	185,562.43	18,552.43	189,397.48	18,939.78	193,232.53	19,323.53	197,067.58	19,706.78	200,902.63	20,092.63	204,737.68	20,467.68	206,620.63	20,657.63
Step 30	189,397.48	18,939.78	193,232.53	19,323.53	197,067.58	19,706.78	200,902.63	20,092.63	204,737.68	20,467.68	210,582.73	21,052.73	212,465.68	21,242.68
Step 31	193,232.53	19,323.53	197,067.58	19,706.78	200,902.63	20,092.63	204,737.68	20,467.68	210,582.73	21,052.73	214,417.78	21,407.78	216,300.73	21,597.73
Step 32	197,067.58	19,706.78	200,902.63	20,092.63	204,737.68	20,467.68	210,582.73	21,052.73	214,417.78	21,407.78	218,262.83	21,807.83	220,145.78	22,002.78
Step 33	200,902.63	20,092.63	204,737.68	20,467.68	210,582.73	21,052.73	214,417.78	21,407.78	218,262.83	21,807.83	222,107.88	22,197.88	223,990.83	22,392.83
Step 34	204,737.68	20,467.68	210,582.73	21,052.73	214,417.78	21,407.78	218,262.83	21,807.83	222,107.88	22,197.88	225,962.93	22,587.93	227,845.88	22,787.88
Step 35	208,572.73	20,857.27	214,417.78	21,407.78	218,262.83	21,807.83	222,107.88	22,197.88	225,962.93	22,587.93	230,018.03	23,001.80	231,900.98	23,190.98
Step 36	212,407.78	21,240.78	218,262.83	21,807.83	222,107.88	22,197.88	225,962.93	22,587.93	230,018.03	23,001.80	234,073.08	23,407.30	235,956.03	23,595.53
Step 37	216,242.83	21,624.28	222,107.88	22,197.88	225,962.93	22,587.93	230,018.03	23,001.80	234,073.08	23,407.30	238,148.13	23,814.81	240,031.08	24,031.08
Step 38	220,077.88	22,007.78	225,962.93	22,587.93	230,018.03	23,001.80	234,073.08	23,407.30	238,148.13	23,814.81	242,193.18	24,219.32	244,076.13	24,407.63
Step 39	223,912.93	22,391.29	230,018.03	23,001.80	234,073.08	23,407.30	238,148.13	23,814.81	242,193.18	24,219.32	246,241.23	24,624.12	248,124.18	24,812.48
Step 40	227,747.98	22,774.79	234,073.08	23,407.30	238,148.13	23,814.81	242,193.18	24,219.32	246,241.23	24,624.12	250,386.28	25,038.63	252,269.23	25,226.93

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



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

Academic Salary Schedule (Fiscal Year 2024-2025)  
10-month Employees paid over 12 months - AC2  
Additional COLA - 1.07% (FY 2024-2025)  
Effective 7.1.2024, Approved 8.13.24

	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	77,011.42	6,417.62	80,533.48	6,711.12	84,051.27	7,004.27	87,569.03	7,297.42	91,084.43	7,590.37	94,601.31	7,883.48	98,119.54	8,176.63
Step 2	80,533.48	6,711.12	84,051.27	7,004.27	87,569.03	7,297.42	91,084.43	7,590.37	94,601.31	7,883.48	98,119.54	8,176.63	101,641.79	8,470.15
Step 3	84,051.27	7,004.27	87,569.03	7,297.42	91,084.43	7,590.37	94,601.31	7,883.48	98,119.54	8,176.63	101,641.79	8,470.15	105,157.23	8,763.10
Step 4	87,569.03	7,297.42	91,084.43	7,590.37	94,601.31	7,883.48	98,119.54	8,176.63	101,641.79	8,470.15	105,157.23	8,763.10	108,988.57	9,082.38
Step 5	91,084.43	7,590.37	94,601.31	7,883.48	98,119.54	8,176.63	101,641.79	8,470.15	105,157.23	8,763.10	108,988.57	9,082.38	112,820.16	9,401.68
Step 6	94,601.31	7,883.48	98,119.54	8,176.63	101,641.79	8,470.15	105,157.23	8,763.10	108,988.57	9,082.38	112,820.16	9,401.68	116,651.51	9,720.96
Step 7	98,119.54	8,176.63	101,641.79	8,470.15	105,157.23	8,763.10	108,988.57	9,082.38	112,820.16	9,401.68	116,651.51	9,720.96	120,480.75	10,040.06
Step 8	101,641.79	8,470.15	105,157.23	8,763.10	108,988.57	9,082.38	112,820.16	9,401.68	116,651.51	9,720.96	120,480.75	10,040.06	124,316.85	10,359.74
Step 9	105,157.23	8,763.10	108,988.57	9,082.38	112,820.16	9,401.68	116,651.51	9,720.96	120,480.75	10,040.06	124,316.85	10,359.74	128,148.22	10,679.02
Step 10	108,988.57	9,082.38	112,820.16	9,401.68	116,651.51	9,720.96	120,480.75	10,040.06	124,316.85	10,359.74	128,148.22	10,679.02	131,980.03	10,998.34
Step 11	112,820.16	9,401.68	116,651.51	9,720.96	120,480.75	10,040.06	124,316.85	10,359.74	128,148.22	10,679.02	131,980.03	10,998.34	135,809.06	11,317.42
Step 12	116,651.51	9,720.96	120,480.75	10,040.06	124,316.85	10,359.74	128,148.22	10,679.02	131,980.03	10,998.34	135,809.06	11,317.42	139,640.60	11,636.72
Step 13	120,480.75	10,040.06	124,316.85	10,359.74	128,148.22	10,679.02	131,980.03	10,998.34	135,809.06	11,317.42	139,640.60	11,636.72	143,473.85	11,956.57
Step 14	124,316.85	10,359.74	128,148.22	10,679.02	131,980.03	10,998.34	135,809.06	11,317.42	139,640.60	11,636.72	143,473.85	11,956.57	147,310.19	12,275.85
Step 15	128,148.22	10,679.02	131,980.03	10,998.34	135,809.06	11,317.42	139,640.60	11,636.72	143,473.85	11,956.57	147,310.19	12,275.85	151,146.51	12,595.54
Step 16	131,980.03	10,998.34	135,809.06	11,317.42	139,640.60	11,636.72	143,473.85	11,956.57	147,310.19	12,275.85	151,146.51	12,595.54	155,000.00	12,914.88
Step 17	135,809.06	11,317.42	139,640.60	11,636.72	143,473.85	11,956.57	147,310.19	12,275.85	151,146.51	12,595.54	155,000.00	12,914.88	158,853.37	13,234.21
Step 18	139,640.60	11,636.72	143,473.85	11,956.57	147,310.19	12,275.85	151,146.51	12,595.54	155,000.00	12,914.88	158,853.37	13,234.21	162,706.71	13,553.54
Step 19	143,473.85	11,956.57	147,310.19	12,275.85	151,146.51	12,595.54	155,000.00	12,914.88	158,853.37	13,234.21	162,706.71	13,553.54	166,559.99	13,872.87
Step 20	147,310.19	12,275.85	151,146.51	12,595.54	155,000.00	12,914.88	158,853.37	13,234.21	162,706.71	13,553.54	166,559.99	13,872.87	170,413.11	14,192.10
Step 21	151,146.51	12,595.54	155,000.00	12,914.88	158,853.37	13,234.21	162,706.71	13,553.54	166,559.99	13,872.87	170,413.11	14,192.10	174,265.44	14,511.43
Step 22	155,000.00	12,914.88	158,853.37	13,234.21	162,706.71	13,553.54	166,559.99	13,872.87	170,413.11	14,192.10	174,265.44	14,511.43	178,117.75	14,830.76
Step 23	158,853.37	13,234.21	162,706.71	13,553.54	166,559.99	13,872.87	170,413.11	14,192.10	174,265.44	14,511.43	178,117.75	14,830.76	181,970.05	15,150.09
Step 24	162,706.71	13,553.54	166,559.99	13,872.87	170,413.11	14,192.10	174,265.44	14,511.43	178,117.75	14,830.76	181,970.05	15,150.09	185,822.32	15,469.42
Step 25	166,559.99	13,872.87	170,413.11	14,192.10	174,265.44	14,511.43	178,117.75	14,830.76	181,970.05	15,150.09	185,822.32	15,469.42	189,674.61	15,788.75
Step 26	170,413.11	14,192.10	174,265.44	14,511.43	178,117.75	14,830.76	181,970.05	15,150.09	185,822.32	15,469.42	189,674.61	15,788.75	193,526.90	16,108.08
Step 27	174,265.44	14,511.43	178,117.75	14,830.76	181,970.05	15,150.09	185,822.32	15,469.42	189,674.61	15,788.75	193,526.90	16,108.08	197,379.19	16,427.41
Step 28	178,117.75	14,830.76	181,970.05	15,150.09	185,822.32	15,469.42	189,674.61	15,788.75	193,526.90	16,108.08	197,379.19	16,427.41	201,231.48	16,746.74
Step 29	181,970.05	15,150.09	185,822.32	15,469.42	189,674.61	15,788.75	193,526.90	16,108.08	197,379.19	16,427.41	201,231.48	16,746.74	205,083.77	17,066.07
Step 30	185,822.32	15,469.42	189,674.61	15,788.75	193,526.90	16,108.08	197,379.19	16,427.41	201,231.48	16,746.74	205,083.77	17,066.07	208,936.06	17,385.40
Step 31	189,674.61	15,788.75	193,526.90	16,108.08	197,379.19	16,427.41	201,231.48	16,746.74	205,083.77	17,066.07	208,936.06	17,385.40	212,788.35	17,704.73
Step 32	193,526.90	16,108.08	197,379.19	16,427.41	201,231.48	16,746.74	205,083.77	17,066.07	208,936.06	17,385.40	212,788.35	17,704.73	216,640.64	18,024.06
Step 33	197,379.19	16,427.41	201,231.48	16,746.74	205,083.77	17,066.07	208,936.06	17,385.40	212,788.35	17,704.73	216,640.64	18,024.06	220,492.93	18,343.39
Step 34	201,231.48	16,746.74	205,083.77	17,066.07	208,936.06	17,385.40	212,788.35	17,704.73	216,640.64	18,024.06	220,492.93	18,343.39	224,345.22	18,662.72
Step 35	205,083.77	17,066.07	208,936.06	17,385.40	212,788.35	17,704.73	216,640.64	18,024.06	220,492.93	18,343.39	224,345.22	18,662.72	228,197.51	18,982.05
Step 36	208,936.06	17,385.40	212,788.35	17,704.73	216,640.64	18,024.06	220,492.93	18,343.39	224,345.22	18,662.72	228,197.51	18,982.05	232,049.80	19,301.38
Step 37	212,788.35	18,024.06	220,492.93	18,343.39	224,345.22	18,662.72	228,197.51	18,982.05	232,049.80	19,301.38	235,902.09	19,620.71	239,754.38	19,939.70
Step 38	216,640.64	18,343.39	224,345.22	18,662.72	228,197.51	18,982.05	232,049.80	19,301.38	235,902.09	19,620.71	239,754.38	19,939.70	243,606.67	20,259.03
Step 39	220,492.93	18,662.72	228,197.51	18,982.05	232,049.80	19,301.38	235,902.09	19,620.71	239,754.38	19,939.70	243,606.67	20,259.03	247,458.96	20,578.36
Step 40	224,345.22	18,982.05	232,049.80	19,301.38	235,902.09	19,620.71	239,754.38	19,939.70	243,606.67	20,259.03	247,458.96	20,578.36	251,311.25	20,897.69

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 (Fiscal Year 2024-2025)  
11-month Employees paid over 12 months - AC1  
Additional COLA - 1.07% (FY 2024-2025)  
Effective 7.1.24, Approved 8.13.24

	Grade B			Grade C			Grade D			Grade E			Grade F			Grade G			Grade H		
	Annual	Monthly	Monthly	Annual	Monthly	Monthly	Annual	Monthly	Monthly	Annual	Monthly	Monthly	Annual	Monthly	Monthly	Annual	Monthly	Monthly	Annual	Monthly	Monthly
Step 1	84,712.56	7,059.38	88,586.82	7,382.24	92,456.39	7,074.70	96,325.93	8,027.16	100,192.88	8,349.41	104,061.93	8,671.83	107,931.50	9,317.16	110,805.97	9,990.62	121,770.38	10,147.53	125,985.13	104,909.29	8,742.44
Step 2	88,586.82	7,382.24	92,456.39	7,704.70	96,325.93	8,027.16	100,192.88	8,349.41	104,061.93	8,671.83	107,931.50	9,317.16	110,805.97	9,990.62	121,770.38	10,147.53	125,985.13	104,909.29	109,124.06	9,093.67	
Step 3	92,456.39	7,704.70	96,325.93	8,027.16	100,192.88	8,349.41	104,061.93	8,671.83	107,931.50	9,317.16	110,805.97	9,990.62	121,770.38	10,147.53	125,985.13	104,909.29	113,343.73	9,445.31	113,343.73	9,445.31	
Step 4	96,325.93	8,027.16	100,192.88	8,349.41	104,061.93	8,671.83	107,931.50	9,317.16	110,805.97	9,990.62	121,770.38	10,147.53	125,985.13	104,909.29	113,343.73	9,445.31	117,555.91	9,796.33	117,555.91	9,796.33	
Step 5	100,192.88	8,349.41	104,061.93	8,671.83	107,931.50	8,994.29	111,805.97	9,317.16	115,672.95	9,639.41	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	132,287.65	10,990.62	
Step 6	104,061.93	8,671.83	107,931.50	8,994.29	111,805.97	9,317.16	115,672.95	9,639.41	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	136,632.00	11,240.18	
Step 7	107,931.50	8,994.29	111,805.97	9,317.16	115,672.95	9,639.41	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	140,500.87	11,590.62	140,500.87	11,590.62	
Step 8	111,805.97	9,317.16	115,672.95	9,639.41	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	140,500.87	11,590.62	144,369.74	11,980.62	144,369.74	11,980.62	
Step 9	115,672.95	9,639.41	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	140,500.87	11,590.62	144,369.74	11,980.62	148,238.61	12,370.62	148,238.61	12,370.62	
Step 10	119,549.91	9,990.62	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	140,500.87	11,590.62	144,369.74	11,980.62	148,238.61	12,370.62	152,107.48	12,760.62	152,107.48	12,760.62	
Step 11	123,426.87	10,341.85	128,316.67	10,693.06	132,287.65	10,990.62	136,632.00	11,240.18	140,500.87	11,590.62	144,369.74	11,980.62	148,238.61	12,370.62	152,107.48	12,760.62	155,976.35	13,150.62	155,976.35	13,150.62	
Step 12	128,316.67	10,693.06	132,287.65	11,044.07	136,632.00	11,395.71	140,500.87	11,746.92	145,178.03	12,098.17	149,389.97	12,449.16	153,604.66	12,800.39	157,487.62	13,151.81	161,818.18	13,540.62	161,818.18	13,540.62	
Step 13	132,287.65	11,044.07	136,632.00	11,395.71	140,500.87	11,746.92	145,178.03	12,098.17	149,389.97	12,449.16	153,604.66	12,800.39	157,487.62	13,151.81	161,818.18	13,540.62	165,692.71	13,930.62	165,692.71	13,930.62	
Step 14	133,584.56	11,132.05	137,801.67	11,483.47	142,016.35	11,834.70	146,230.88	12,185.91	150,445.35	12,537.11	154,660.12	12,888.34	158,543.07	13,300.62	137,801.67	11,483.47	169,845.22	14,206.83	169,845.22	14,206.83	
Step 15	134,640.00	11,220.00	138,856.85	11,571.40	143,069.48	11,922.46	147,283.99	12,273.67	151,501.07	12,625.09	155,713.21	12,976.10	157,596.16	13,133.01	138,856.85	11,571.40	171,451.83	14,558.44	171,451.83	14,558.44	
Step 16	135,697.80	11,308.15	139,909.95	11,659.16	144,124.90	12,010.41	148,339.43	12,361.62	152,554.18	12,712.85	156,766.85	13,063.82	158,648.81	13,220.73	139,909.95	11,659.16	175,320.70	14,828.27	175,320.70	14,828.27	
Step 17	136,750.88	11,395.91	140,965.87	11,747.16	145,180.39	12,098.37	149,394.87	12,449.57	153,607.03	12,800.59	157,821.74	13,151.81	161,818.18	13,540.62	140,965.87	11,395.91	179,189.57	15,176.93	179,189.57	15,176.93	
Step 18	137,804.00	11,483.67	142,021.32	11,835.11	146,236.83	12,186.32	150,447.99	12,537.33	154,662.73	12,888.56	158,547.73	13,239.77	160,760.19	13,396.68	142,021.32	11,483.67	181,451.83	15,566.93	181,451.83	15,566.93	
Step 19	138,859.68	11,571.64	143,071.83	11,922.65	147,288.70	12,274.06	151,503.67	12,626.31	155,718.16	12,976.51	159,935.23	13,327.94	161,818.18	13,484.85	143,071.83	11,571.64	183,058.44	15,951.07	183,058.44	15,951.07	
Step 20	139,912.76	11,659.40	144,127.27	12,010.61	148,341.83	12,361.82	152,559.13	12,713.26	156,771.27	13,064.27	160,988.35	13,415.70	163,871.31	13,572.61	144,127.27	12,010.61	184,910.25	16,340.62	184,910.25	16,340.62	
Step 21	140,968.23	11,747.35	145,182.72	12,098.56	149,397.70	12,449.81	153,609.62	12,800.80	157,826.71	13,152.23	162,041.20	13,503.43	165,924.16	13,660.35	145,182.72	12,098.56	186,845.22	16,714.09	186,845.22	16,714.09	
Step 22	142,023.69	11,835.31	146,238.18	12,186.52	150,450.77	12,537.56	154,665.09	12,888.76	158,879.86	13,239.99	163,096.90	13,591.41	164,979.86	13,748.32	146,238.18	12,186.52	188,782.71	17,107.48	188,782.71	17,107.48	
Step 23	143,079.13	11,923.26	147,291.53	12,274.29	151,506.04	12,625.50	155,720.55	12,976.71	159,937.89	13,328.16	164,149.98	13,679.16	166,932.93	13,836.08	147,291.53	11,923.26	190,796.18	17,500.87	190,796.18	17,500.87	
Step 24	144,129.63	12,010.80	148,346.97	12,362.25	152,561.46	12,713.46	156,776.23	13,064.69	160,990.94	13,415.91	165,205.43	13,767.12	167,088.39	13,924.03	148,346.97	12,010.80	192,722.62	17,890.62	192,722.62	17,890.62	
Step 25	145,185.07	12,098.76	149,400.12	12,450.01	153,616.92	12,801.41	157,829.32	13,152.44	162,046.42	13,503.87	166,261.17	13,855.10	168,144.12	14,012.01	149,400.12	12,098.76	194,665.05	18,145.18	194,665.05	18,145.18	
Step 26	145,851.20	12,154.27	150,065.65	12,505.47	154,277.97	12,856.50	158,497.53	13,208.13	162,712.04	13,559.34	166,927.02	13,910.58	168,809.97	14,067.50	150,065.65	12,154.27	196,845.22	18,533.92	196,845.22	18,533.92	
Step 27	146,516.62	12,209.72	150,731.59	12,560.97	154,943.70	12,911.97	159,160.81	13,263.40	163,377.89	13,614.82	167,590.05	13,965.84	169,473.01	14,127.55	146,516.62	12,209.72	198,782.71	18,922.62	198,782.71	18,922.62	
Step 28	147,182.43	12,265.20	151,397.20	12,616.43	155,614.31	12,967.86	159,826.71	13,318.89	164,041.19	13,670.10	168,255.71	14,021.31	170,138.67	14,178.22	147,182.43	12,265.20	200,796.18	19,317.16	200,796.18	19,317.16	
Step 29	147,848.09	12,320.67	152,062.84	12,671.90	156,277.59	13,023.13	160,492.08	13,374.34	164,706.59	13,725.55	168,921.55	14,076.80	170,804.50	14,239.18	147,848.09	12,320.67	202,722.62	19,714.09	202,722.62	19,714.09	
Step 30	148,511.35	12,375.95	152,728.71	12,727.39	156,943.22	13,078.60	161,158.19	13,429.85	165,372.72	13,781.06	169,587.19	14,132.27	171,470.14	14,289.18	148,511.35	12,375.95	204,665.05	19,900.62	204,665.05	19,900.62	
Step 31	149,177.03	12,431.42	153,394.33	12,782.86	157,606.24	13,133.85	161,823.59	13,483.30	166,038.12	13,836.51	170,253.09	14,187.76	172,136.04	14,344.67	149,177.03	12,431.42	206,566.93	20,090.62	206,566.93	20,090.62	
Step 32	149,845.69	12,487.14	154,060.18	12,838.35	158,272.35	13,189.36	162,486.87	13,540.57	166,704.21	13,892.02	170,913.49	14,249.26	173,796.44	14,399.70	149,845.69	12,487.14	208,467.14	20,280.62	208,467.14	20,280.62	
Step 33	150,511.54	12,542.63	154,725.60	12,893.80	158,937.75	13,244.81	163,152.72	13,596.06	167,367.25	13,947.27	171,579.16	14,298.26	175,462.12	14,550.18	150,511.54	12,542.63	210,367.14	20,470.62	210,367.14	20,470.62	
Step 34	151,176.95	12,598.08	155,389.12	12,949.09	159,603.63	13,300.30	163,818.40	13,651.53	168,032.99	14,002.74	172,247.62	14,353.97	174,130.57	14,510.88	151,176.95	12,598.08	212,267.14	20,660.62	212,267.14	20,660.62	
Step 35	151,840.26	12,653.35	155,054.73	13,004.56	160,269.26	13,355.77	164,484.01	13,707.00	168,698.76	14,058.23	172,913.26	14,409.44	176,125.38	14,617.12	151,840.26	12,653.35	214				

## Academic Overload Salary Schedule: Instructional Assignments (AOL)

### Academic Overload Salary Schedule - Instructional Assignments (FY 2024-2025)

Hourly Instructional Rate

Additional COLA - 1.07% (FY 2024-2025)

Effective 7.1.2024, Approved 8.13.2024

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	76.14	76.14	76.14	76.14	76.14	76.14
Step 2	76.14	76.14	76.14	76.14	76.14	76.14
Step 3	76.14	76.14	76.14	76.14	76.14	76.14
Step 4	76.14	76.14	76.14	76.14	76.14	78.39
Step 5	76.14	76.14	76.14	76.14	78.39	81.27
Step 6	76.14	76.14	76.14	78.39	81.27	84.09
Step 7	76.14	76.14	78.39	81.27	84.09	86.92
Step 8	76.14	78.39	81.27	84.09	86.92	89.81
Step 9	78.39	81.27	84.09	86.92	89.81	92.63
Step 10	81.27	84.09	86.92	89.81	92.63	95.49
Step 11	84.09	86.92	89.81	92.63	95.49	98.33
Step 12	86.92	89.81	92.63	95.49	98.33	101.17
Step 13	89.81	92.63	95.49	98.33	101.17	104.03
Step 14	90.50	93.34	96.20	99.06	101.92	104.74
Step 15	91.23	94.05	96.93	99.75	102.61	105.47
Step 16	91.92	94.78	97.64	100.46	103.32	106.16
Step 17	92.63	95.49	98.33	101.17	104.03	106.91
Step 18	93.34	96.20	99.06	101.92	104.74	107.57
Step 19	94.05	96.93	99.77	102.61	105.47	108.29
Step 20	94.78	97.64	100.46	103.32	106.16	109.02
Step 21	95.49	98.33	101.17	104.03	106.91	109.71
Step 22	96.20	99.06	101.92	104.74	107.58	110.44
Step 23	96.93	99.77	102.61	105.47	108.29	111.13
Step 24	97.64	100.52	103.32	106.16	109.02	111.88
Step 25	98.33	101.17	104.03	106.91	109.71	112.57
Step 26	98.81	101.62	104.48	107.33	110.19	113.05
Step 27	99.24	102.06	104.92	107.81	110.62	113.48
Step 28	99.70	102.54	105.40	108.24	111.06	113.96
Step 29	100.13	102.98	105.84	108.68	111.52	114.38
Step 30	100.60	103.43	106.27	109.16	111.97	114.83
Step 31	101.03	103.87	106.75	109.59	112.41	115.27
Step 32	101.47	104.32	107.17	110.03	112.89	115.73
Step 33	101.95	104.80	107.62	110.48	113.32	116.19
Step 34	102.38	105.22	108.10	110.94	113.80	116.62
Step 35	102.84	105.68	108.52	111.40	114.22	117.08
Step 36	103.29	106.13	109.00	111.86	114.65	117.53
Step 37	103.75	106.57	109.43	112.29	115.15	117.97
Step 38	104.21	107.01	109.87	112.75	115.57	118.43
Step 39	104.65	107.48	110.33	113.18	116.02	118.89
Step 40	105.08	107.94	110.80	113.62	116.48	119.34

AOL



## Academic Overload Salary Schedule: Non-Instructional Assignments (AOLN)

### Academic Overload Salary Schedule - Non Instructional Assignments (FY 2024-2025)

Hourly Non Instructional Rate

Additional COLA - 1.07% (FY 2024-2025)

Effective 7.1.2024, Approved 8.13.2024

	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	74.93	74.93	74.93	74.93	74.93	74.93
Step 2	74.93	74.93	74.93	74.93	74.93	74.93
Step 3	74.93	74.93	74.93	74.93	74.93	74.93
Step 4	74.93	74.93	74.93	74.93	74.93	77.18
Step 5	74.93	74.93	74.93	74.93	77.18	80.06
Step 6	74.93	74.93	74.93	77.18	80.06	82.88
Step 7	74.93	74.93	77.18	80.06	82.88	85.71
Step 8	74.93	77.18	80.06	82.88	85.71	88.60
Step 9	77.18	80.06	82.88	85.71	88.60	91.42
Step 10	80.06	82.88	85.71	88.60	91.42	94.28
Step 11	82.88	85.71	88.60	91.42	94.28	97.12
Step 12	85.71	88.60	91.42	94.28	97.12	99.96
Step 13	88.60	91.42	94.28	97.12	99.96	102.82
Step 14	89.29	92.13	94.99	97.85	100.71	103.53
Step 15	90.02	92.84	95.72	98.54	101.40	104.26
Step 16	90.71	93.57	96.43	99.25	102.11	104.95
Step 17	91.42	94.28	97.12	99.96	102.82	105.70
Step 18	92.13	94.99	97.85	100.71	103.53	106.36
Step 19	92.84	95.72	98.56	101.40	104.26	107.08
Step 20	93.57	96.43	99.25	102.11	104.95	107.81
Step 21	94.28	97.12	99.96	102.82	105.70	108.51
Step 22	94.99	97.85	100.71	103.53	106.37	109.23
Step 23	95.72	98.56	101.40	104.26	107.08	109.93
Step 24	96.43	99.31	102.11	104.95	107.81	110.67
Step 25	97.12	99.96	102.82	105.70	108.51	111.36
Step 26	97.60	100.41	103.27	106.13	108.98	111.84
Step 27	98.03	100.85	103.71	106.61	109.41	112.27
Step 28	98.49	101.33	104.19	107.03	109.85	112.75
Step 29	98.92	101.78	104.63	107.48	110.32	113.18
Step 30	99.40	102.22	105.06	107.95	110.76	113.62
Step 31	99.82	102.66	105.54	108.38	111.20	114.06
Step 32	100.27	103.11	105.97	108.82	111.68	114.52
Step 33	100.75	103.59	106.41	109.27	112.11	114.99
Step 34	101.17	104.01	106.89	109.73	112.59	115.41
Step 35	101.63	104.47	107.32	110.19	113.02	115.87
Step 36	102.08	104.92	107.80	110.65	113.44	116.32
Step 37	102.54	105.36	108.22	111.08	113.94	116.76
Step 38	103.00	105.81	108.67	111.54	114.36	117.22
Step 39	103.44	106.27	109.13	111.97	114.81	117.69
Step 40	103.87	106.73	109.59	112.41	115.27	118.13

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## APPENDIX H — FACULTY COACHING REASSIGNED TIME AND STIPENDS

### PALOMAR COLLEGE ATHLETICS: COACHING MATRIX

Faculty Coaching Positions By Sport	In-Season Stipend Paid at C20 non-instructional hourly rate Beginning Fall 2023	In-Season Class Assignment (% load)	Post Season Compensation (% of Stipend)	Non-Traditional Season (NTS) Stipend Beginning Fall 2023
Head Football Coach <b>FALL</b>	97 hours	ACS Class (50%)	10%/week	97 hours
Lead Football Coaches	73 hours	ACS Class (40%)	10%/week	73 hours
Assistant Football Coaches	55 hours		10%/week	55 hours
Men's Head Basketball Coach <b>WINTER</b>	97 hours	ACS Class (50%)	10%/week	97 hours
Men's Lead Basketball Coach	73 hours		10%/week	73 hours
Men's Assistant Basketball Coaches	55 hours		10%/week	55 hours
Women's Head Basketball Coach <b>WINTER</b>	97 hours	ACS Class (50%)	10%/week	97 hours
Women's Lead Basketball Coach	73 hours		10%/week	73 hours
Women's Assistant Basketball Coaches	55 hours		10%/week	55 hours
Head Baseball Coach <b>SPRING</b>	97 hours	ACS Class (50%)	10%/week	97 hours
Lead Baseball Coaches	73 hours		10%/week	73 hours
Assistant Baseball Coaches	55 hours		10%/week	55 hours
Head Softball Coach <b>SPRING</b>	97 hours	ACS Class (50%)	10%/week	97 hours
Lead Softball Coaches	73 hours		10%/week	73 hours
Assistant Softball Coaches	55 hours		10%/week	55 hours
Head Wrestling Coach <b>FALL</b>	85 hours	ACS Class (50%)	10%/week	85 hours
Lead Wrestling Coach	63 hours		10%/week	63 hours
Men's Head Swimming Coach <b>SPRING</b>	85 hours	ACS Class (50%)	10%/week	85 hours
Men's Assistant Swimming Coach	63 hours		10%/week	63 hours
Women's Head Swimming Coach <b>SPRING</b>	85 hours	ACS Class (50%)	10%/week	85 hours
Women's Assistant Swimming Coach	63 hours		10%/week	63 hours
Men's Head Volleyball Coach <b>SPRING</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Men's Lead Volleyball Coach	46 hours		10%/week	46 hours
Women's Head Volleyball Coach <b>FALL</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Women's Lead Volleyball Coach	46 hours		10%/week	46 hours
Men's Head Soccer Coach <b>FALL</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Men's Lead Soccer Coach	46 hours		10%/week	46 hours
Men's Assistant Soccer Coach	34 hours		10%/week	34 hours
Women's Head Soccer Coach <b>FALL</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Women's Lead Soccer Coach	46 hours		10%/week	46 hours
Women's Assistant Soccer Coach	34 hours		10%/week	34 hours
Women's Head Track & Field Coach <b>SPRING</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Women's Lead Track & Field Coach	46 hours		10%/week	46 hours
Men's Head Water Polo Coach <b>FALL</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Men's Lead Water Polo Coach	46 hours		10%/week	46 hours
Women's Head Water Polo Coach <b>FALL</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Women's Lead Water Polo Coach	46 hours		10%/week	46 hours
Women's Head Beach Volleyball Coach <b>SPRING</b>	61 hours	ACS Class (50%)	10%/week	61 hours
Women's Lead Beach Volleyball Coach	46 hours		10%/week	46 hours
Head Cheer Coach <b>FALL &amp; SPRING</b>	61 hours	ACS Class(30%)		

## General Notes:

- A position or extra duty listed here does not mean it will be assigned during any given season(s).
- Stipends are listed in hours paid at the standard C20 non-instructional hourly rate to move toward evergreen language. Coaches are not expected to work a specific amount of hours nor complete a time & effort report accounting for the number of hours noted in the evergreen calculation in order to be paid at any coach stipend listed above.
- 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.
- 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 that athletes train for different events (endurance, sprints, relays, strokes, etc.), which calls for an assistant coaching level.
- Non-traditional season (NTS) allowable by the CCCAA in the Summer will not be compensated or assigned twice. It will be assigned or compensated during Fall or Spring only.

## 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 (in collaboration with Athletic Director and Academic Advisor), recruiting, assistant coaches, equipment personnel, and works with training staff.

### Level 2: Lead Coach(es)

- 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 Head Coach's 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 Head Coach's evaluation of that person's ability to perform.

## Stipend Notes:

- **Stipend Limitations:** Head Coach, Lead Coach/Coordinator, or Assistant Coach may not be awarded more than two (2) coaching stipends or reassigned times per semester unless special circumstances exist and are approved in advance by the Department Chair and Athletics Director.
- A coach receiving an in-season stipend cannot receive an NTS stipend in the same semester.
- Example: a coach who coaches one Fall and one Spring sport would receive their in-season assignments and stipends but would not receive their NTS reassigned time or stipend.
- Coaching levels, assignments, or stipends are not based on seniority. They are based on the Head Coach's 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.

## 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 (hereinafter known as "ECELS Teachers" or "employees").
- 1.2 All Articles of the CBA in whole or in part shall apply to all ECELS Teachers except Article 4, 8, 12, 15, and 24.
- 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 a 12-month assignment consisting of a minimum of two hundred thirty-three (233) days at 40 hours per week totaling 1,864 hours per fiscal year and no more than two hundred forty (240) workdays per year.

### **3. EMPLOYMENT STATUS, WORKWEEK**

- 3.1 Full-time 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 § 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 healthcare 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 the issuance of a new email account.
- The opportunity to audit or enroll in up to six units per semester 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 outlined in Article 16.



## 5. LEAVES

- 5.1 ECELS Teachers should refer to Article 9 of the Collective bargaining Agreement for details about leaves. ECELS Teachers are entitled to all applicable leave benefits and requirements outlined in Article 9, with the exception of Sabbatical Leave and Load Bank Leave.

### 5.2 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:

Years of Service	Days Per Year
1	5
2-4	10
5-10	15
10+	20

- 5.2.1 Vacation days are earned beginning with the employee's initial date of hire as a contract employee.
- 5.2.2 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.
- 5.2.3 Upon termination, retirement, or resignation from the ECELS, employees shall be paid for all unused vacation time at their current salary rate.
- 5.2.4 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.
- 5.2.5 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.
- 5.2.6 Approval of vacation schedules may be rescinded at the discretion of the ECELS Coordinator.
- 5.2.7 All vacation time will be credited to the employee as it is earned.
- 5.3 Part-Time (NOHE) Requests for Leave
- Part-time (NOHE) Teachers accrue sick leave as outlined in Article 9, 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 5.2.5 of this Appendix).

#### 5.4 ECELS Breaks

The ECELS will be closed on all campus closure days. See the ECELS annual calendar for specific days.

#### 5.5 Employee Breaks

5.5.1 One paid fifteen-minute break is allowed for each four-hour work period.

Two daily break periods may not be combined nor missed and then added to the lunch period unless prior approval from the Site Supervisor and/or Coordinator has been obtained.

5.5.2 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.

#### 5.6 State Teachers' Retirement System ("STRS")

5.6.1 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 employee's retirement account. The District also regulates this deduction.

### 6. EARLY CHILDHOOD EDUCATION LAB SCHOOL TEACHERS CODE OF CONDUCT AND TERMINATION POLICIES

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

#### 6.1 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.

- c) Each employee shall adhere to relevant working conditions and 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.
- d) Each employee shall adhere to all applicable federal and state laws, 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) No employee shall receive or accept any commission, expense-paid trips, or anything of value from individuals or companies selling equipment or materials to the District.

- j) The District requires each employee to adhere to the Child Abuse and Neglect Reporting Act (Penal Code § 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.
- k) No employee shall inflict, or cause to be inflicted, corporal punishment upon a child or student. The term "corporal punishment" is defined by Education Code § 49001. Each employee is required to adhere to Education Code § 49000 and § 49001, which prohibit corporal punishment.
- l) No employee shall release confidential information involving another employee, child, or 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.
- m) 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.
- n) 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.
- o) Dress Code: The State Department of Education guidelines require the employment of professional employees. The way an employee dresses influences the way parents and the community perceive the ECELS. Clothing and shoes must provide adequate and professional coverage, provide ease of movement, and allow for the employee to conduct all duties. The employee must wear clothing that is appropriate for the nature of the position, including the regular need to lift, clean, 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.

- p) Actions that could lead to Type A Citations from Community Care Licensing resulting from negligence or lack of supervision on the part of the teacher may be cause for discipline and/or termination.

## 6.2 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/are 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.

## 6.3 Reduction in Force

- 6.3.1 The District may lay off 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.
- 6.3.2 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 lay off.
- 6.3.3 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.
- 6.3.4 Re-employment rights of laid-off permanent or probationary Contract ECELS Teachers are determined by relevant provisions of the Education Code.
- 6.3.5 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.
- 6.3.6 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.

#### 6.4 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.

### 7. EVALUATIONS

7.1 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 their ECELS Teacher assignment.

- 7.1.1 All evaluations shall be treated as confidential in accordance with Article 11.
- 7.1.2 ECELS Teacher and administrative evaluators shall notify the evaluatee that they are 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.
- 7.1.3 Every evaluatee shall receive a signed copy of their evaluation.
- 7.1.4 A "business day" shall be a day when the District offices are scheduled to be open but shall exclude Saturdays and Sundays.
- 7.1.5 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.
- 7.1.6 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- 7.1.7 ECELS Teacher review shall be the primary feature of the evaluation process.
- 7.1.8 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.
- 7.1.9 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.

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

## 7.2 ECELS Teachers

7.2.1 There are three parts to the ECELS Teachers evaluations:

- a) In the first four-year probationary period, the ECELS Teachers will be annually evaluated using the probationary evaluation forms found on the TERB website.
- b) After the probationary period, professional evaluations will be conducted every three years using the permanent evaluation forms found on the TERB website.
- c) In order to comply with State contracts, annual evaluations will be conducted during each year of service using the short form found on the TERB website. The evaluator will be the ECELS Coordinator and/or the ECELS Liaison or designee.

## 7.3 Probationary ECELS Teacher

7.3.1 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.

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

- a) ECELS Coordinator (Committee Chair)
- b) ECELS Liaison or designee

- c) An ECELS Teacher
- d) The Dean who oversees the ECELS (optional)

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.

- 7.3.3 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.
- 7.3.4 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.
- 7.3.5 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.
- 7.3.6 The role of the Evaluation Committee (EC) shall include mentoring, as well as evaluation of an ECELS Teacher/Coordinator's progress toward professional success.
- 7.3.7 In each academic year, the evaluation shall include observations by members of the EC and a written summary report reflecting the EC members' observations.



7.3.8 The evaluation process is intended to contribute to the professional growth and success of probationary ECELS Teachers. To that end, when there are concerns, the parties establish the following Improvement Plan.

7.3.8.1 An Improvement Plan shall be established when the ECELS Teacher, in the Spring semester of their 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

7.3.8.2 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 Improvement Plan to the TERB Coordinator. After meeting with the EC and the probationary ECELS Teacher to discuss the plan, the TERB Coordinator shall either approve the plan or remand it to the EC for revision. Any revised plan shall receive the approval of the TERB Coordinator before it is implemented.

7.3.8.3 The Improvement 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.

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

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

#### 7.4 Permanent ECELS Teachers

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

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

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

- 7.4.3 For out-of-cycle evaluations, see Article 17.

- 7.4.4 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.

- 7.4.5 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluatee. However, the PRC shall 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.

- 7.4.6 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.

- 7.4.7 The evaluation report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB Coordinator. The TERB Coordinator will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are met, the TERB Coordinator shall transmit them with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee's discipline.
- 7.4.8 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.
- 7.4.9 The Governing Board makes the final decision on the continuing employment of all permanent ECELS Teachers subject to the review procedure in state law.
- 7.5 Part-Time ECELS Employees (NOHE)
  - 7.5.1 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.
    - 7.5.1.1 The ECELS Part-Time Employee Review Report is available in the ECELS Operational Manual.
  - 7.5.2 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 prior to completing the Review Report. The findings presented on the ECELS Part-Time Employee Review Report are based on the Master Teacher feedback, classroom and/or feedback received from parents, other employees, or ECELS administrators.
  - 7.5.3 The Coordinator or Site Supervisor (or their 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.

## 7.6 Promotions

- 7.6.1 When a new position is established or an existing position becomes vacant, current permanent employees will be given first consideration.
- 7.6.2 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.
- 7.6.3 Management retains the right to make all hiring decisions as well as determining if a position vacancy shall be advertised publicly.

## 8. COMPENSATION

### 8.1 Salary Schedule Credit

#### 8.1.1 District Funding for Continuing Education

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

### 8.2 Full-Time ECELS Teacher Compensation

#### 8.2.1 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.

#### 8.2.2 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.

### 8.2.3 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.

### 8.2.4 Salary Schedules

ECELS Teachers shall be paid in accordance with the existing ECELS Teacher schedules for full-time and part-time ECELS employees.

8.2.4.1 ECELS full-time teacher salary schedules will reflect any percentage increases in compensation per Article 15 and Appendix G.

### 8.2.5 Step Moves

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

### 8.2.6 Matrix Moves

All ECELS Teachers shall receive Step and Grade increases on their respective salary schedules.

#### 8.2.6.1 Grade Moves

- C1 — Teacher with CTC Child Development Permit
- C — Teacher with Associate's degree or higher
- D1 — Master Teacher with Associate's degree
- D — Master Teacher with Bachelor's degree or higher
- E — Site Supervisor
- F — Coordinator

### 8.2.7 Established Salary Schedules

ECELS Teachers: Salary Schedule (for permanent and hourly Teachers):  
See current Salary Matrix at the end of this Appendix.

## 8.3 Extra Duty Time Off

8.3.1 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.

- 8.3.2 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.

8.3.3 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 full-time 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, Family Fun Night, and other related events.

Full-Time Lead Classroom Teachers:

- a) Regular Staff Meetings: 0.5 hour x 20 per year = 10 hours
- b) Parent Orientation: 1 hour x 1 per year = 1 hour
- c) Open House: 1.5 hours x 2 per year = 3 hours
- d) 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:

- a) Regular Staff Meetings: 0.5 hour x 20 per year= 10 hours
- b) Parent Orientation: 2 hours x 1 per year= 2 hour
- c) Open House: 2.5 hours x 2 per year= 5 hours
- d) 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

Full-time Site Supervisors and Coordinators also receive an additional five (5) Extra Duty days per fiscal year to account for required administrative duties and work that must take place outside of the traditional 40-hour workweek. This includes monitoring family communications on weekends and evenings, handling staffing emergencies, and other work. The maximum amount of Extra Duty Time Off that can be claimed by any full-time Site Supervisor or Coordinator is 7.5 days (July 1 to June 30).

Full-time ECELS Teachers 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 that 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).

## 9. PAYROLL

### 9.1 Time Cards

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 The Dean signs the ECELS Coordinator's Record of Absence if there are any absences to report.
- 9.1.4 Hourly employees will fill out a timecard for the exact hours worked each day. Falsification of time cards may result in discipline up to and including termination.

## 9.2 Pay Days

9.2.1 Exempt regular full-time employees' paychecks are distributed once a month on the last day of the month.

9.2.2 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.

## 10. CONFIDENTIALITY POLICY

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

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

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

## 11. PROFESSIONAL DEVELOPMENT

11.1 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.

11.2 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.

11.3 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](http://www.ctc.ca.gov)).

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

11.4 If an ECELS Teacher does not successfully complete the activities from their 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.

11.4.1 All ECELS Teachers must maintain their CTC Child Development Permit which requires 105 hours of professional growth in a five-year (5-year)



renewal period in accordance with the Commission on Teacher Credentialing.

## 12. WORKING CONDITIONS

12.1 Please refer to Article 20 of the Collective Bargaining Agreement for all details and ECELS employee rights related to:

- Reimbursement for Personal Property
- Mileage and Parking Reimbursement
- Removal of District Equipment
- Parking
- Prohibited Use of District Property
- Office Space
- Monitoring of Workspaces and Communications

### 12.2 Support Services

Support services shall be provided for all ECELS Teachers and shall be available Monday through Friday during normal ECELS business hours.

## 13. PROFESSIONAL RESPONSIBILITIES

13.1 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.

13.2 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.

13.3 ECELS Teachers are expected to continue to develop their scholarly competence. ECELS Teachers shall aspire to excellence.

13.4 ECELS Teachers are expected to provide a supportive and collaborative learning environment for Palomar College students who are using the ECELS for course assignments and learning opportunities.

- 13.5 ECELS Teachers shall adhere to the highest academic standards.
- 13.6 The District requires each employee to adhere to all applicable laws and regulations associated with the teaching of minor children.

# Early Childhood Education (ECE) Lab School Salary Schedule

## Full-Time 12-Month Teachers Paid Over 12 Months

**12 Month Early Childhood Education Lab School Salary Schedule (CDA)**  
 Additional COLA - 1.07% (FY 2024-2025)  
 Effective 7.1.2024, Approved 8.13.2024

	Grade C1		Grade C		Grade D1		Grade D		Grade E		Grade F	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
<b>Step 1</b>	3,756.31	45,075.68	4,289.40	51,472.86	4,895.98	58,751.76	5,297.47	63,569.65	6,305.30	75,663.57	7,319.50	87,833.96
<b>Step 2</b>	3,964.65	47,575.82	4,488.50	53,862.06	5,092.03	61,104.37	5,499.71	65,996.54	6,510.77	78,129.24	7,518.66	90,223.86
<b>Step 3</b>	4,160.76	49,929.11	4,693.79	56,325.54	5,297.35	63,568.20	5,701.80	68,421.65	6,712.86	80,554.33	7,717.79	92,613.44
<b>Step 4</b>	4,262.28	51,147.34	4,795.06	57,540.76	5,393.88	64,726.52	5,803.71	69,644.54	6,812.36	81,748.32	7,821.01	93,852.09
<b>Step 5</b>	4,365.99	52,391.85	4,892.99	58,715.88	5,493.49	65,921.87	5,901.05	70,812.63	6,911.96	82,943.53	7,923.08	95,076.96
<b>Step 6</b>	4,462.65	53,551.76	4,993.15	59,917.80	5,598.79	67,185.53	6,004.07	72,048.89	7,012.72	84,152.68	8,023.65	96,283.78
<b>Step 7</b>	4,562.10	54,745.20	5,091.97	61,103.62	5,701.80	68,421.65	6,106.20	73,274.37	7,114.20	85,370.44	8,122.24	97,466.90
<b>Step 8</b>	4,667.56	56,010.71	5,193.51	62,322.16	5,805.99	69,671.86	6,206.71	74,480.58	7,215.36	86,584.29	8,226.29	98,715.46
<b>Step 9</b>	4,770.48	57,245.71	5,297.47	63,569.65	5,907.19	70,886.27	6,305.36	75,664.27	7,319.50	87,833.96	8,327.50	99,930.06
<b>Step 10</b>	4,867.92	58,415.07	5,398.43	64,781.16	6,008.63	72,103.55	6,409.36	76,912.27	7,418.00	89,016.05	8,428.93	101,147.15
<b>Step 11</b>	4,966.58	59,599.01	5,502.70	66,032.44	6,106.17	73,274.03	6,510.77	78,129.24	7,518.66	90,223.86	8,529.75	102,356.95
<b>Step 12</b>	4,988.60	59,863.16	5,523.66	66,283.89	6,129.30	73,551.63	6,534.58	78,414.99	7,540.95	90,491.45	8,551.88	102,622.55
<b>Step 13</b>	5,011.37	60,136.38	5,546.43	66,557.12	6,152.07	73,824.84	6,557.35	78,688.22	7,563.72	90,764.68	8,574.65	102,895.78
<b>Step 14</b>	5,034.13	60,409.60	5,569.20	66,830.34	6,174.84	74,098.07	6,580.12	78,961.45	7,586.49	91,037.89	8,597.42	103,169.00
<b>Step 15</b>	5,056.90	60,682.82	5,591.96	67,103.56	6,197.61	74,371.30	6,602.89	79,234.68	7,609.26	91,311.12	8,620.18	103,442.22
<b>Step 16</b>	5,079.67	60,956.05	5,614.73	67,376.79	6,220.38	74,644.51	6,625.66	79,507.89	7,632.63	91,591.55	8,642.95	103,715.45
<b>Step 17</b>	5,102.44	61,229.27	5,637.50	67,650.01	6,243.15	74,917.74	6,648.43	79,781.12	7,654.80	91,857.56	8,665.72	103,988.66
<b>Step 18</b>	5,125.21	61,502.50	5,660.27	67,923.23	6,265.91	75,190.97	6,671.19	80,054.33	7,677.57	92,130.79	8,688.49	104,261.89
<b>Step 19</b>	5,147.98	61,775.72	5,683.04	68,196.46	6,288.68	75,464.18	6,693.96	80,327.56	7,700.33	92,404.02	8,711.26	104,535.12
<b>Step 20</b>	5,170.74	62,048.93	5,705.81	68,469.68	6,311.45	75,737.41	6,716.73	80,600.78	7,723.10	92,677.23	8,734.03	104,808.33

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 - 1.07% (FY 2024-2025)  
Effective 7.1.2024, Approved 8.13.24

	Grade C1		Grade C		Grade D1		Grade D		Grade E		Grade F	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
<b>Step 1</b>	3,443.28	41,319.37	3,931.95	47,183.45	4,487.99	53,855.85	4,856.01	58,272.17	5,779.86	69,358.27	6,709.54	80,514.47
<b>Step 2</b>	3,634.26	43,611.17	4,114.46	49,373.55	4,667.69	56,012.33	5,041.40	60,496.83	5,968.21	71,618.47	6,892.10	82,705.21
<b>Step 3</b>	3,814.03	45,768.35	4,302.65	51,631.74	4,855.91	58,270.91	5,226.65	62,719.85	6,153.46	73,841.47	7,074.64	84,895.65
<b>Step 4</b>	3,907.09	46,885.06	4,395.47	52,745.70	4,944.38	59,332.58	5,320.07	63,840.83	6,244.66	74,935.96	7,169.26	86,031.08
<b>Step 5</b>	4,002.16	48,025.87	4,485.24	53,822.89	5,035.70	60,428.39	5,409.30	64,911.58	6,335.96	76,031.57	7,262.82	87,153.88
<b>Step 6</b>	4,090.76	49,089.11	4,577.05	54,924.65	5,132.22	61,586.66	5,503.73	66,044.82	6,428.33	77,139.95	7,355.01	88,260.13
<b>Step 7</b>	4,181.92	50,183.10	4,667.64	56,011.65	5,226.65	62,719.78	5,597.35	67,168.17	6,521.35	78,256.24	7,445.39	89,344.66
<b>Step 8</b>	4,278.60	51,343.15	4,760.72	57,128.65	5,322.16	63,865.90	5,689.49	68,273.86	6,614.08	79,368.93	7,540.76	90,489.17
<b>Step 9</b>	4,372.94	52,475.24	4,856.01	58,272.18	5,414.92	64,979.03	5,779.91	69,358.92	6,709.54	80,514.46	7,633.55	91,602.55
<b>Step 10</b>	4,462.26	53,547.14	4,948.56	59,382.73	5,507.92	66,095.00	5,875.24	70,502.91	6,799.84	81,598.04	7,726.52	92,718.22
<b>Step 11</b>	4,552.70	54,632.42	5,044.14	60,529.74	5,597.32	67,167.82	5,968.21	71,618.47	6,892.10	82,705.21	7,818.93	93,827.21
<b>Step 12</b>	4,572.88	54,874.56	5,063.35	60,760.23	5,618.53	67,422.33	5,990.03	71,880.41	6,912.54	82,950.50	7,839.22	94,070.67
<b>Step 13</b>	4,593.75	55,125.02	5,084.22	61,010.69	5,639.40	67,672.84	6,010.91	72,130.87	6,933.41	83,200.95	7,860.09	94,321.13
<b>Step 14</b>	4,614.62	55,375.47	5,105.10	61,261.15	5,660.27	67,923.18	6,031.78	72,381.33	6,954.28	83,451.40	7,880.97	94,571.58
<b>Step 15</b>	4,635.49	55,625.92	5,125.97	61,511.59	5,681.14	68,173.69	6,052.65	72,631.79	6,975.15	83,701.86	7,901.84	94,822.03
<b>Step 16</b>	4,656.36	55,876.38	5,146.84	61,762.05	5,702.02	68,424.20	6,073.52	72,882.23	6,996.58	83,958.92	7,922.71	95,072.49
<b>Step 17</b>	4,677.24	56,126.83	5,167.71	62,012.51	5,722.88	68,674.54	6,094.39	73,132.69	7,016.90	84,202.77	7,943.58	95,322.94
<b>Step 18</b>	4,698.11	56,377.29	5,188.58	62,262.96	5,743.75	68,925.05	6,115.26	73,383.13	7,037.77	84,453.22	7,964.45	95,573.40
<b>Step 19</b>	4,718.98	56,627.74	5,209.45	62,513.42	5,764.63	69,175.56	6,136.13	73,633.59	7,058.64	84,703.68	7,985.32	95,823.86
<b>Step 20</b>	4,739.85	56,878.19	5,230.32	62,763.87	5,785.49	69,425.90	6,157.00	73,884.05	7,079.51	84,954.13	8,006.19	96,074.30

CD1

## ECELS Part-Time Teachers

### ECE Lab School Part-Time Teachers (blue sheet)

*Effective July 2023 (Governing Board ratified 9/12/2023)*

	<b>Grade B</b> Associate Teacher Permit	<b>Grade C1</b> Teacher Permit	<b>Grade C</b> Teacher Permit + AS	<b>Grade D1</b> Master Teacher Permit + AS	<b>Grade D</b> Master Teacher Permit +BA	<b>Grade E</b> Site Supervisor Permit +BA	<b>Grade F</b> Program Director Permit + BA
Step 1	18.50	19.50	21.50	23.50	25.50	27.50	33.50
Step 2	19.00	20.00	22.00	24.00	26.00	28.00	34.00
Step 3	19.50	20.50	22.50	24.50	26.50	28.50	34.50
Step 4	20.00	21.00	23.00	25.00	27.00	29.00	35.00
Step 5	20.50	21.50	23.50	25.50	27.50	29.50	35.50

- All Grades are not eligible for state-funded COLA and/or Growth.
- All new hires will be placed at Step 1.
- Grade and Step advances evaluated every Fall and Spring semester based on each 1,895 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 \$1,000 per employee).