

Collective Bargaining Agreement

2021– 2023

between

**Copper Mountain College
Faculty Association**

and

Copper Mountain Community College District

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ARTICLE I: Agreement

Section 1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Copper Mountain Community College District (“District”) and the Copper Mountain College Faculty Association (“Association”) CTA/NEA, an employee organization.

ARTICLE II: Recognition

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California dated November 30, 2000, in Case No. LA-RR-1061E, and Case No. LA-UM-743-E dated July 20, 2005, the District recognizes the Copper Mountain College Faculty Association CTA/NEA as the exclusive representative of “Faculty Members” as defined in Section 2.

Section 2. “Faculty Members” shall include all Full-time and Part-time Faculty, Full-time and Part-time non-teaching Faculty (including librarians, counselors, and coordinators).

Section 3. Excluded from the Bargaining Unit are all other employees including, but not limited to: classified employees, confidential employees, substitutes, supervisory and management employees.

Section 4. Any dispute between the Association and the District as to whether any position, new or revised, is to be included within or excluded from the Bargaining Unit will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for decision.

ARTICLE III: Concerted Activities

Section 1. The purpose of this clause is to provide for peaceful, harmonious, and uninterrupted services regardless of disputes that arise under this Agreement or outside the scope of this Agreement.

Accordingly, during the term of this Agreement and any agreed upon extension of this Agreement, and in addition to legal restrictions upon and remedies for work stoppages, the Association agrees and understands on behalf of itself and its officers, agents and members that it shall not call, sanction, condone and/or participate in a strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or picketing in connection therewith; nor will there be compliance with the request of other labor organizations to engage in such activities.

Section 2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

Section 3. During the term of this Agreement and any agreed upon extension thereof, the District agrees not to lock out Faculty Members.

ARTICLE IV: District Rights

Section 1. Except as expressly modified or restricted by a specific provision of the Agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District, its operations and employees to the full extent of applicable law, state or federal, and that all statutory and inherent managerial rights, powers, duties, prerogatives and functions are related and vested exclusively in the District.

Section 2. Such rights, powers, duties, and prerogatives and functions include, but are not limited to the rights, in its sole and exclusive judgment and discretion to: determine its organization; to determine the number of employees to be employed, to hire employees, determine their qualifications and assign and direct their work; to counsel and reprimand employees; to discipline and dismiss employees pursuant to the applicable provisions of the California Education Code; to determine the kinds and levels of services to be provided as well as the methods and means of providing them; to determine the times and hours of operation, set and/or adjust the starting and quitting times for on-duty and/or on/site hours; to maintain the efficiency and flexibility of operations; to determine the personnel, methods, means, equipment and facilities by which operations are conducted; to establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; to establish and maintain standards of productivity in terms of educational attainment and achievement, both qualitatively and quantitatively; determine the kinds of personnel required; to utilize consultants, whether as independent contractors or as employees; to contract for services as permitted by law; to open, close, move or transfer facilities and/or operations; to expand, reduce, alter, combine, transfer, assign, or cease any position, job, department, operation or service; to control and regulate the use of instructional materials, equipment, utilities, facilities, instruments of communication; to introduce new or improved research, instructional methods, techniques, materials and equipment; to determine the curriculum; build, move, add or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; to issue, amend and revise policies, rules and regulations and practices; and generally to take whatever action is necessary, advisable, or appropriate to determine manage and fulfill the District's mission; to classify, assign, reassign, evaluate, promote, non-reelect and layoff employees. Authorized District representatives have and retain the right of access to the classroom for purposes such as visitation, observation, documentation, emergency or any other reason related to the College's educational program, mission and/or operations and to take whatever action in the event of an emergency including, but not limited to, amending, modifying or rescinding provisions of this Agreement, and policies or practices there under, limited, however to the duration of any emergency. The determination of whether an emergency exists is solely within the District's discretion and is expressly excluded from the provisions of this Agreement's Grievance Procedure.

Section 3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement (such limitation shall not apply in cases of emergency), and then only to the extent of such specific and express terms are in conformance with law.

Section 4. The District's failure to exercise any right, prerogative, or function specifically or implicitly reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V: Employee Rights

- Section 1.** Neither the District nor the Association shall unlawfully discriminate against any Faculty Member because of participation in lawful Association activities or lack of participation in Association activities.
- Section 2.** The official personnel file of an academic employee shall be maintained at the District's Office of Human Resources.
- Section 3.** Personnel files shall be available for inspection during regular office hours each day the Office of Human Resources is open for business. Faculty Members may review their files provided that it is at a time when there would be minimal interruption of the Faculty Member's services to the District and when the personnel clerk/administrator responsible for files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as ratings, or records, which were obtained prior to the employment of the person involved.
- Section 4.** Personnel files are to be accessed only by persons who have a legitimate need and legal authorization to review file contents within the scope of their employment.
- Section 5.** All material of an evaluative nature subsequent to employment placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.
- Section 6.** Written statements of a positive nature received by the District pertaining to the employment performance of a Faculty Member shall be placed in the Faculty Member's personnel file upon the Faculty Member's request.
- Section 7.** Information of a derogatory nature, except non-disclosable materials mentioned in Section 3 of this Article, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have permanently attached to any derogatory statement, his/her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty (but not during such employee's teaching hours) for this purpose without any salary reduction. Derogatory information placed in the personnel file shall identify the source(s) of such information or, alternatively, where the source is a current student and where confidentiality of such source is appropriate, the information shall not be placed in the file unless the Supervising Administrator has conducted an appropriate investigation into the circumstances. If subsequent to the entry of derogatory information into the personnel file, the District determines that the information is inaccurate in a material respect, a statement setting forth the correct information shall be permanently attached to the statement containing derogatory information, and the employee shall be provided a copy.
- Section 8.** A Faculty Member may submit a written request to the Chief Human Resources Officer for the removal from his/her personnel file of any derogatory materials five (5) or more years old.

ARTICLE VI: Association Rights

- Section 1.** The Association shall have the right to use Faculty mailboxes for distributing Association communications to bargaining unit members. The Association may use district telephones for Association business. Use of District e-mail is limited to Association officers communicating about meetings, or matters of generalized CTA concern, or directly between an Association representative and District management representative. The Chapter President may utilize District computers, copiers and printers for lawful Association business. The Association shall have the right to post notices with an appropriate Association identification and regarding

activities and matters of Association concern on designated bulletin boards in areas frequented by bargaining unit members.

- Section 2.** The Association will not post or distribute information which Association representatives know to be or have reason to believe is false or defamatory. District management may, after notice to the Association, immediately remove such materials from posting or circulation. All Association written communications for distribution or posting shall be signed by an authorized Association representative and observe the prohibitions of Education Code Section 7054.
- Section 3.** Subject to reasonable rules and regulations, the Association shall have the right to use District buildings for Association activities only outside established work time and when such use does not interfere with the District instructional programs; unless advance permission to meet at a different time has been obtained from the Superintendent/President or designee.
- Section 4.** The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.
- Section 5.** The Association President will be granted fifteen percent (15%) release time per week. In addition, the Association President, or other representatives of the Association, shall be granted release time when representing bargaining unit members. If such release time is not during their normal weekly work hours, such Association representatives shall be compensated for their time at the hourly lecture rate, not to exceed a total of five (5) hours per month. Part-time faculty members who serve on the negotiating committee shall be compensated for their time at the lecture rate.
- Section 6.** Rosters: Within thirty (30) calendar days of hire the District will provide to the Association the following information regarding a newly hired Faculty member: the Faculty member's name, job title, department, work location, step/column placement on the appropriate salary schedule, home address, work, home, and personal cell phone numbers, and any personal email addresses on file with the District. This information will be provided regardless of whether the newly hired employee was previously employed by the District. In addition, the District will provide an electronic roster in editable format to the Association of this same information for all Faculty members three times per year during the months of January, May, and September.
- Section 7.** Faculty Orientation: The District will provide to the Association at least ten (10) calendar days advance notice of all new Faculty member orientation(s), whether this is an orientation for a group of new Faculty members, or a single new Faculty member. In the event there is an urgent need critical to the employer's operations that was not reasonably foreseeable, the District may hold an orientation with fewer than ten (10) days' notice and will inform the Association as soon as this need is known. The District will provide the Association with the opportunity to meet with the Faculty members without the presence of anyone outside of the bargaining unit for a minimum of 45 minutes. The Association will provide the District with written materials regarding membership to be distributed to new hires during the onboarding process.
- Section 8.** The District will refer all unit members to the Association regarding Association membership and representation. The District will take no action regarding Association membership or dues processing unless instructed to do so by the Association.

ARTICLE VII: Non-Discrimination Clause

Section 1. The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, and membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise Association to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX Officer and /or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Human Resource Manager's Office, 6162 Rotary Way, Joshua Tree, CA 92252, (760) 366-5267.

Section 2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE VIII: Work Days: Full-time & Part-time Faculty

Section 1. The regularly scheduled academic work year for Full-time teaching Faculty shall be 177 days. Fulfillment of the academic work year shall be met by a minimum teaching assignment of 30 SIUs and attendance at flex days and graduation.

Section 2. The regularly scheduled work year for the Faculty Member positions designated below shall be as follows:

Counselor(s)	205 Days
Coordinator(s)	205 Days
Librarian	205 Days

The above guarantees do not apply to specially funded positions (grants, categoricals); pursuant to Education Code 87470 the District may adjust the number of days and/or the hours worked for such positions from year to year.

Faculty on 205 day calendars shall have the opportunity to work a 4/40 schedule during the summer months.

Section 3. Division Chairs: Division Chairs shall have a 205-day work year, with days assigned approved by the Vice President for Academic Affairs. If Division Chairs work days in addition to the 205-day work year, they shall be compensated at their prorated daily rate; Division Chairs must obtain prior written approval from the Supervising Administrator in order to be paid. Fulfillment of the 205-day work year by teaching faculty shall be met by assigning 28 work days in addition to the regularly scheduled academic work year in Section 1.

Extended days for Faculty Members assigned to special projects shall be determined on an "as needed" basis by mutual agreement between the District and the Faculty Member. Such extended days will be assigned solely upon the District's determination that there is a need for the special service.

- Section 4.** The number of Faculty duty days may be reopened by either party upon thirty (30) days written notice to the other, provided that such notice is given in the academic year preceding the year in which the proposed change is to take place and provided further that the notice is based upon a material change in circumstances.
- Section 5.** Full-time Faculty Members shall participate in designated six-hour-per-day flex days each semester. Full-time, non-teaching Faculty Members (e.g. counselors, librarian, etc.) may maintain their regular assignment in lieu of attending flex activities with the consent of the supervising administrator. Absent approval from the supervising administrator, Faculty absence from flex activities shall be treated as any other absence from work. Mandatory hours during All Staff/Flex days may be designated in advance by the District.
- Section 6.** Part-time Faculty Members may participate in flex and/or staff development activities up to sixteen (16) hours per semester. Such attendance shall be voluntary. Part-time Faculty Members shall be compensated for their attendance at the appropriate hourly lecture rate.
- Section 7.** Full-time and Part-time Faculty Members may request to attend alternative professional development activities in lieu of flex days. Such requests shall be in writing and approved by the Supervising Administrator at least ten (10) days prior to the scheduled flex day. Faculty attending the State Academic Senate Plenary or Curriculum Institute are automatically eligible for alternative flex and do not need pre-approval. Trainings mandated by Human Resources are automatically eligible for alternative flex and do not need pre-approval. The District and the Faculty Association shall mutually agree to the number of eligible flex hours for each training. Hours designated as mandatory during All Staff/Flex days are not eligible for alternate flex activities. Full-time Faculty who are approved for an alternative activity must still complete the required number of contract work days during the academic year.
- Section 8.** Full-time and Part-time Faculty who give presentations at flex shall receive two hours flex credit for each one hour of presentation, e.g., Faculty Member who gives a one hour presentation shall receive two hours of flex credit.

ARTICLE IX: Hours of Service

- Section 1.** The standard workweek shall be Monday through Friday; no Full-time instructor shall be assigned to teach classes less than four, nor more than five workdays per week. Subject to the foregoing, the Faculty Member and the Faculty Member's immediate supervisor will mutually agree on the assignment of Saturday class(es).

During any semester, if in the opinion of the Supervising Administrator the teaching assignment of a Faculty Member or members within their academic area is such that they cannot meet the requirements of this Section, the Supervising Administrator may suspend the requirements of this section for that Faculty Member or those Faculty Members. The District shall report each exception to the Association.

- Section 2.** The standard workweek defines the duty requirements for Full-time Faculty Members. The standard workweek is comprised of a variety of professional activities in addition to the Faculty Members' instructional assignments or, in the case of coordinators, counselors and librarians, their regular assignments. Such responsibilities include, but are not necessarily limited to, preparation for such assignments, evaluation of student performance, participation in student advisement, participation in Faculty and administrative committee assignments, curriculum development, maintenance of office hours, participation in consultations with students and assisting in the conduct of student co-curricular performances.

Section 3. In addition to their regularly scheduled teaching assignments, all Full-time Faculty Members assigned to classroom instruction, including on-line and hybrid instructors, shall post and maintain at least five (5) office hours per week based on an 18-week semester. Office hours for courses of less than 18-weeks shall be pro-rated accordingly. For overload courses, Full-time Faculty may do additional office hours in accordance with the calculation for office hours in Section 10. All Full-time Faculty Members shall be available to students by appointment and shall so notify students. If a Full-time Faculty Member's regular teaching load is reduced through reassignment or approved leave, the required number of office hours will be reduced based on a calculation of one (1) office hour for every three (3) SIUs pro-rated if necessary to an 18-week semester. All Full-time Faculty Members are expected to devote at least two (2) hours per week to Faculty and administrative committee assignments and other areas of service to the District.

Section 4. All teaching loads for Full-time and Part-time Faculty shall be measured in Semester Instructional Units (SIU) as calculated per the following ratios:

<u>Type of Instruction</u>	<u>SIU Ratio</u>
Lecture hours – credit	1 : 1.00
Lab – credit	1 : 0.667
Non-credit courses	1 : 0.667

Section 5. Full-time Librarians, coordinators, and counselors shall be assigned forty (40) hours per week. Full-time Counselors' workload shall be forty (40) hours per week: thirty-four (34) scheduled hours, two (2) hours of committee assignments, and four (4) hours of preparation time. Part-time counselors, coordinators, and librarians shall be compensated at the hourly lab rate.

With approval from the supervisor, full-time librarians, coordinators, and counselors may complete their weekly assignment, consisting of 5 work days per week, with a minimum of four (4) working days on campus and eight (8) hours remotely. This assignment will count as five (5) working days.

Section 6. For Full-time teaching assignments, the annual minimum workload shall be not less than thirty (30) SIUs. This shall be achieved through direct classroom instruction. Due to complexities related to course scheduling, classroom faculty can balance their load requirement over two (2) semesters in an academic year.

For Full-time teaching assignments, the semester maximum workload shall be not more than twenty-one (21) SIUs. The minimum annual load shall be thirty (30) SIUs; the maximum annual load shall be forty-two (42) SIUs. All SIUs assigned in excess of the minimum workload, as determined above, shall be compensated at the Part-time hourly rate. Compensation for Full-time teaching faculty overload shall be based on SIUs for a credit course. Compensation for non-credit assignments shall be based on actual hours worked for non-credit assignments. The maximum number of SIUs can be exceeded with the mutual agreement of the Faculty Member and the Chief Instructional Officer. The Association will be notified when such agreement occurs.

Full-time Faculty overload pay applies only to whole classes (whether lab or lecture or combination of both); portions of a class may be counted toward overload if the overload class is used to complete a full load as outlined in this section.

The provisions of this section shall not apply to summer session.

Reassigned time established by this agreement shall count towards the maximum semester workload.

Section 7. Full-time Faculty Members who qualify, and whose evaluations have been Satisfactory shall be provided an opportunity to accept or refuse appropriate overload or summer assignments before Part-time Faculty are assigned or employed.

Section 8. The Academic Senate President and the Curriculum Committee Chair will be granted three SIUs (or 20%), release time, or overload, per week to fulfill their respective Academic Senate, which includes summer committee responsibilities.

Effective July 1, 2021 the Academic Senate Secretary will be granted one and half (1.5) SIUs (or 10%) release time, or overload, per week to fulfill their respective Academic Senate Secretary responsibilities.

The Division Chairs will be granted either twenty percent (20%) reassigned time, or compensation once per week at an amount equal to their daily rate of pay, to perform the responsibilities of the position. If the daily compensation is elected, the 20% shall count towards the maximum semester workload.

Faculty Members with substantial material responsibilities to outside regulating and accrediting agencies may be granted appropriate release time and/or extended days necessary to fulfill such responsibilities.

Section 9. Subject to District needs and/or legal requirements, requests for released or reassigned time may be initiated by the Faculty Member or the District. Such requests will be reviewed by the appropriate administrator or designee, and forwarded for final decision to the Superintendent/President. The amount of released time, if approved, shall be consistent with the standard work week and contractually assigned workloads and must be based upon a showing of demonstrable enhancement of learning opportunities for students of the College and/or enhancement of institutional effectiveness. The Association will be consulted prior to any such release time being implemented. This section applies to both Full-time and Part-time faculty.

Section 10. In addition to their regularly scheduled teaching assignments, part-time Faculty Members, including online and hybrid instructors, shall post and maintain office hours of thirty (30) minutes per week for each one-and-a-half (1 ½) course SIUs based on an 18-week semester. Office hours for courses of less than 18-weeks shall be pro-rated accordingly. Faculty who are assigned to open-entry, open-exit non-credit courses in the lab setting, without a lecture component, are not eligible for office hours.

Part-time Faculty Members will arrange the location of the office hour(s) with the Academic Affairs office. Office hours shall be conducted at the site where class(es) are taught. Online instructors may hold office hours online; provided that they are conducted in designated chat-rooms and at regular, specific times. To receive compensation for office hours, a Part-time Faculty Member must include the time and place of office hours on the syllabus for the class, and must note failure to meet office hours on their timesheets.

The rate of compensation for the office hour will be the established lab rate. A Part-time Faculty Member who holds an office hour at the regularly scheduled time will be compensated for the office hour even if no students are seen during this time.

Office hours will not be compensated if they are not served (e.g., while the Part-time Faculty Member is on leave) or if the college is closed on that day.

Section 11. For courses taught during summer or other intersessions, Full-time and Part-time Faculty Members, including online and hybrid instructors, shall post and maintain office hours of thirty (30) minutes for each one-and-a-half (1 ½) course SIUs. Faculty shall have no fewer than two (2) office hour sessions per week. Office hours shall be compensated at their hourly lab rate. If during summer session a Faculty Member teaches multiple courses, or teaches a course of more than 3 SIUs, the Faculty Member may elect to do a minimum of one (1) office hour each day the class(es) meet. If the Faculty Member elects this option, they shall notify the Dean of Instruction. The Faculty Member shall only be compensated for the actual number of office hours held.

Section 12. Load Banking for Full-time Faculty Members

1. Where a Full-time Faculty member assumes all or a portion of any assignment that is not part of the Faculty Member's regular contract workload, the Faculty Member may elect to "bank" or accumulate such assignment for future use in lieu of current compensation. Full-time faculty load banking applies only to whole SIUs.
2. Full-time faculty can have a cumulative maximum of nine (9) SIUs in the faculty member's bank which must be used within four (4) years of the earned assignment.
3. Faculty members who have "Released Time" as a part of their assignment may participate in load banking.
4. Banked assignments may be utilized in future semesters to affect an equivalent reduction of load.
5. Usage Options:
 - a. Teaching Faculty Members: Depending upon the number of banked hours the compensatory time-off may be for all, or a portion of the banked SIUs.
 - b. Non-Teaching Faculty Members: Faculty members, through the Association, shall develop a plan of usage of banked time with the immediate supervisor.
6. A Faculty Member shall notify the immediate Supervisor, in writing, of intent to utilize banked leave not later than the established time of scheduling for the semester for which the SIUs is requested.
7. The Faculty Member's request for banked SIUs must be approved by the Faculty Member's supervisor. Denial under this article shall be made in writing and shall not be arbitrary or capricious.
8. If two or more Faculty Members from the same program apply for banked SIUs, and all cannot be accommodated, those Faculty Members who have not previously taken banked SIUs shall have priority in order of seniority with the District.
9. Sabbatical eligibility, fringe benefits, retirement options, and District STRS and other payroll contributions will not be affected by participation in load banking.
10. The District shall provide an annual statement of account to Faculty Members who have accumulated banked time indicating the amount of time banked as of the statement date.
11. Faculty Members may cash out banked SIUs in whole increments at the part-time hourly lecture rate in effect at the time of the cash out request. Cash -out requests will be no sooner than the beginning of the following semester. The Faculty member shall notify their supervisor of the cash out request. Upon separation from the District, banked time will be paid to the Faculty Member (or his/her survivors) at the following regular payroll cycle.

Section 13.

1. Full-time counselors, coordinators, and librarians are 40-hour per week employees and therefore the maximum number of hours a part-time counselor or librarian can work during a regular work week is 26.5 hours and 533 hours per semester in order to comply with the 67% limitation in Ed Code 87474.

2. Summer term, outside of the regular work week, for part-time counselors and part-time librarians shall be either June or July of any given year as mutually agreed to between the employee and the supervisor. Summer term, even if in excess of 67% of the hours per week considered a full-time assignment for regular counselors or librarians, shall not permit the part-time member to acquire a contract or regular classification.

Section 14. For Full-time Faculty who have both teaching and non-teaching duties the calculation for meeting the minimum load shall be based on the percentage of the duties performed compared to the 15 SIU load for teaching faculty, the 40-hour per week assignment of a Coordinator or Librarian, or the 36-hour per week assignment of a Counselor. If duties of the Full-time Faculty member exceed 100% of a combined minimum load the excess shall be paid as overload. For example a Full-time Faculty member who is teaching 9 SIUs has a 60% teaching load and is also performing 20 hours per week of Coordinator duties has a 10% or 1 ½ SIU overload.

Section 15. Compensation for Part-time teaching Faculty shall be based on the SIUs for the course, regardless of the number of days the class meets.

ARTICLE X: Class Size

Section 1. The District shall comply with prevailing college, state, and federal safety laws and regulations in regard to the number of students enrolled in a course.

Section 2. Effective July 1, 2021 the class size for English composition course ENG 3A, shall not exceed 25 enrollees. ENG 51, shall not exceed 28 enrollees. Effective July 1, 2021 the class size for Communications courses SOC 4, SP 1, SP 4, and SP 7 shall not exceed 30 enrollees. The class size for all online and hybrid courses that meet 50% or more of the instructional time online shall not exceed 33 enrollees, except that specific discipline caps will be honored if said caps are fewer than 33 enrollees.

Section 3. For courses with over 40 students enrolled, Full-time and Part-time Faculty shall receive additional compensation as follows:

- One SIU for enrollment of 41-50 students
- An additional one SIU for enrollment of 51-60 students
- Enrollment in courses will not exceed 60 students

The District shall obtain the consent of the Faculty Member assigned to the course before enrolling more than 40 students in a section.

For purposes of determining eligibility for additional SIUs, enrollment will be the number of students enrolled following the last day to drop and avoid transcript grade record.

ARTICLE XI: Office Space for Full-time Teaching Faculty

Section 1. Faculty Members shall be assigned private offices, based on open designated faculty office space in the following order:

1. Division Chairs
2. Accreditation Liaison Officer
3. Seniority, based on the official District seniority list.

Section 2. Whenever possible, the district will ensure that faculty who have the privilege of a private office occupy those offices with the lowest square footage.

- Section 3.** If an office move is desired, the District will provide resources to complete the move for the Faculty Member. Faculty will only relocate into an open office space during the winter or summer breaks unless otherwise authorized by the faculty member's supervisor.
- Section 4.** The parties agree that the District must honor reasonable accommodations, which may alter office assignments.
- Section 5.** The Science and Health Science office spaces are designated for those disciplines; however, the same criteria from Section 1 above applies in determining private vs. shared office space *for those disciplines*.

ARTICLE XII: Academic Calendar

- Section 1.** The Academic Calendar shall be developed in consultation with the Faculty Association and the Academic Senate in order to provide the most convenient and educationally sound schedule for students; the agreed upon calendar is subject to final approval and adoption by the Board of Trustees. The parties encourage examination of a multi-year calendar.
- Section 2.** If the consultation process does not result in consensus on the calendar, then the calendar shall be submitted to the meeting and negotiating process.

ARTICLE XIII: Full-time Faculty Salary Placement

- Section 1.** Initial salary placement will be made at the time of employment based upon verification of education and experience as outlined in Section 3. All official documents (transcripts, verification of work experience) must be received in the Human Resources Office prior to the first day of employment. Exceptions will be considered with prior approval.
- Section 2.** Only units and degrees earned from an accredited institution of higher learning will be used for salary placement. Foreign degrees must be certified by a recognized evaluation agency. Quarter units shall be converted to semester units where one quarter unit equals two-thirds (2/3) of a semester unit.

Section 3. Column descriptions

- I Bachelor's Degree.
- II Bachelor's Degree plus fifteen (15) semester units of graduate work or a combination of graduate and not more than six (6) undergraduate units relating to the Full-time Faculty Member's teaching area completed subsequent to conferral of the Bachelor's Degree*; or minimum qualifications as an occupational instructor plus an Associate of Arts Degree or 60 semester units of undergraduate credit including not more than five (5) units earned through the substitution of Continuing Education Units (CEU's).
- III Master's Degree in the subject matter taught; or minimum qualifications as an occupational instructor plus a Bachelor's Degree.
- IV Master's Degree plus fifteen (15) graduate level semester units related to the academic Full-time Faculty Member's teaching area, subsequent to meeting the requirements of the degree; or placement on Column III as an occupational instructor plus 15 units of graduate work related to the Full-time Faculty Member's teaching assignment.
- V Master's Degree plus thirty (30) graduate level semester units related to the academic Full-time Faculty Member's teaching area, subsequent to meeting the requirements of

the degree; or placement on Column III as an occupational instructor plus 30 units of graduate work related to the Full-time Faculty Member's teaching area.

VI Master's Degree plus forty-five (45) graduate level semester units related to an academic Full-time Faculty Member's teaching area, subsequent to meeting the requirements of the degree; or placement on Column III as an occupational instructor plus 45 units of graduate work related to the Full-time Faculty Member's teaching area.

VII Earned Ph.D., Ed.D., J.D.

* For Full-time Faculty Members hired prior to July 1, 2002 not more than six (6) undergraduate units in the Full-time Faculty Member's teaching area subsequent to meeting the requirements of the Bachelor's Degree.

Section 4. Disciplines identified by the State Academic Senate and the Board of Governors of the California Community Colleges requiring the Master's Degree for Full-time Faculty employment shall be considered academic.

Section 5. Disciplines identified by the State Academic Senate and the Board of Governors of the California Community Colleges as ones in which the Master's Degree for Full-time Faculty is not generally expected or available, and therefore not required, shall be considered occupational.

Section 6. Experience Credit for step placement

A. Credit for applicable teaching, counseling, or librarian experience at the post-secondary level shall be granted at the rate of one (1) year for one (1) year of verified experience up to a maximum of five (5) years.

B. Credit for applicable teaching, counseling, or librarian experience at the secondary level shall be granted at the rate of one (1) year experience for each two (2) years of verified teaching experience up to a maximum of three (3) years. Total credit for combined post-secondary and secondary level teaching shall not exceed five (5) years.

C. Credit for applicable experience outside the field of education may be allowed at the rate of one (1) year of experience for each two (2) years of work experience up to a limit of two (2) years credit. For CTE Faculty whose minimum qualifications discipline does not require a master's degree, credit for experience outside the field of education may be allowed at the rate of one (1) year of experience for each two (2) years of work experience up to a limit of six (6) years. All applicable work experience must have been performed within the twelve (12) years preceding the Full-time Faculty Member's employment by the District.

D. Combined credit for applicable experience in sections A, B, and C above shall not exceed seven (7) years.

E. Combined credit for previous applicable experience shall not exceed seven (7) years except in the case of eminence. A finding of eminence by the Board of Trustees shall entitle the newly hired Full-time Faculty Member experience credit to the level recommended by the Superintendent/President but in no case shall more than nine (9) years of credit be granted. A finding of eminence shall be based upon consideration of the following factors: Full-time higher education teaching, counseling or librarian experience in excess of 5 years; administrative experience in higher education; scholarly publications; relevant experience outside of education related to the disciplines; professional licenses; and/or official credentials. The Board of Trustees' determination

on whether to grant or not grant eminence shall not be subject to the grievance procedure. If the Faculty Member disagrees with the Board of Trustees' determination of eminence, the Faculty Member shall be given an opportunity to appeal the decision directly to the Board of Trustees at their next regularly scheduled meeting. The Faculty Member shall be responsible for notifying the Human Resources Office of his/her request to appeal to the Board.

- F. "Applicable" as used in this section means experience related to the minimum qualifications/disciplines list published by the Chancellor's Office and approved by the Board of Governors of the position for which the employee was hired.

Section 7. Non-teaching Full-time Faculty Members shall be placed on the salary schedule in the same manner as teaching Full-time Faculty Members.

Section 8. Full-time Faculty hired mid-year will be initially placed on the salary schedule in the same manner as those hired for the full academic year and their salary will be prorated accordingly.

ARTICLE XIV: Salary Advancement

Section 1. Full-time Faculty Step Advance

- A. Step Advance for tenured and contract Full-time Faculty shall be implemented on the first payday of the new fiscal year. Eligible Full-time Faculty Members will be advanced one (1) step annually to a maximum of 14 steps.
- B. To be eligible, a Full-time Faculty Member shall have been in a paid status for a minimum of 70 % of the prior academic year.

Section 2. Full-time and Part-time Faculty Column Advance – Professional Advancement

- A. Full-time Faculty Members may advance by accumulating the required number of units or degree as listed on the Column of the Full-time Faculty Salary Schedule. Part-time Faculty Members may advance on the Part-time Faculty Salary Schedule (see Article XIV, Section 6) by completing a Master's degree or Ph.D. A salary advance will become effective on the 1st payroll of the following semester following the submission verifying the completion of all coursework or degree. If the approval process takes additional time, the salary advancement will be paid retroactively based on the time of submission. A retroactive payment will be paid no later than the next regular pay cycle.
- B. Effective January 1, 2022, prior to undertaking course work, the Faculty member shall submit to the Salary Advancement Committee the *Academic Notice of Intent to Advance* (Appendix C) for approval by the committee. Coursework started prior to January 1, 2022 does not require preapproval. The Salary Advancement Committee will review all Faculty salary advancement requests. The members of the committee are as follows: three (3) full-time Faculty; appointed by the Faculty Association, appropriate Dean, and the Chief Human Resources Officer.
- C. The salary advancement candidate or the committee, may request an opportunity to meet together to discuss the coursework prior to the committee making a decision.
- D. All courses to be used in salary advancement need not be approved in advance prior to January 1, 2022. Approval after January 1, 2022 is subject to the Salary Advancement Committee. Salary advancement will be based on the completion of units that are applicable toward the completion of the appropriate degree, completion of credit-bearing

course work, or completion of continuing education units (CEUs), approved by the Salary Advancement Committee. Use of CEUs in lieu of credit courses for salary advancement is limited to Faculty in occupational programs.

- E.** Once approved or denied by the Salary Advancement Committee, the Human Resources Office shall notify the Faculty Member of any action. The Faculty Member may appeal in writing the decision of the committee within 20 work days. The committee shall review the appeal within 20 work days and inform the Faculty Member of the results.
- F.** Approval of salary advancement units must meet a minimum of one of the criteria below.

 - a. Advanced degree in an assigned teaching area, or
 - b. Advanced degree which clearly enhances teaching in the assigned area or
 - c. Completion of CEU's as defined in D and L.
 - d. Credit-bearing units at any level that clearly illustrate a direct enhancement to teaching or the assigned area.
- G.** Once a Faculty Member has accumulated the required number of units or degree as listed on the Column of the Faculty Salary Schedule, the Faculty Member will submit an *Academic Notice of Intent to Advance* (Appendix C) and official transcripts to the Human Resources Office. The Chief Human Resources Officer will convene the Salary Advancement Committee. In the event that the Committee has any questions regarding the advanced degree or units, they will consult directly with the Faculty Member.
- H.** The *Academic Notice of Intent to Advance* (Appendix C) for salary advancement must be submitted to the Human Resources Office no later than October 1st or April 1st of the academic semester immediately preceding the semester during which the advancement is to take place.
- I.** All approved, completed coursework must be verified by official transcripts sent directly to the Human Resources Office by the Registrar of the granting institution. Official transcripts must be received prior to March 1st for spring semester or September 1st for fall semester.
- J.** Summer school units may be used for advancement upon submittal of a letter verifying enrollment. Unofficial transcripts verifying satisfactory completion of the approved course must be received in the Human Resources Office no later than September 1st and official transcripts no later than December 1st in order for advancement to occur that fall semester.
- K.** All college coursework or credit must be completed at a regionally accredited institution. Units or degrees from foreign institutions will be required to be evaluated by an approved agency.
- L.** Professional Salary Advancement is determined by an accumulation of semester units or quarter unit equivalents where one quarter unit equals two-thirds (2/3) of a semester unit. Partial semester units determined by this ratio will not be applied for advancement until they equate to a whole number of semester units. CEU's earned by 18 hours of attendance shall be equal to one-half (1/2) of a semester unit. No more than the equivalent of five (5) semester units per salary column advancement may be earned through the accumulation of CEU's as defined in D.
- M.** No course work shall be repeated for advancement credit without the prior approval of the Salary Advancement Committee.

- N. All plans that have been approved prior to June 2010 shall be grandfathered in under the language from the collective bargaining agreement in effect from 2007-2010.

ARTICLE XV: Compensation

Section 1. Full-time teaching and Full-time non-teaching Faculty shall be placed on the appropriate salary schedule based upon the number of regularly assigned days for the applicable work year. The salary schedules are:

- Schedule A 177 days
- Schedule D 205 days

All salary schedule steps shall be in increments of 4.25%.

Salary Schedules attached as Appendix E.

All actively employed unit members will receive a one-time bonus of 3.5% for all salary earned in fiscal year 2020-2021 to be paid at the first payroll after ratification of this agreement.

Effective July 1, 2021, the 177 and 205-day salary schedules will be increased by two and one-quarter percent (2.25%). Retroactive payment will be paid at the first payroll after ratification of this agreement.

Effective July 1, 2022, the 177 and 205-day salary schedules will be increased by one and one-half percent (1.5%).

There will be a reopener on salary for 2023-2024.

Section 2. Full-time Faculty Members and Part-time Faculty Members, who are paid for additional assignments on an hourly basis shall be paid at the then current hourly lecture rate. Additional assignments are any duties which are outside of the job description duties for Full-time faculty, the class assignments for Part-time Faculty instructors, or the counseling assignment for Part-time counselors. This section excludes Full-time Faculty overload.

Section 3. The District 403(b) match shall be a maximum of \$1,800 per year.

Section 4. Full-time or Part-time Faculty Members shall be compensated at the then current hourly rate established for Part-time Faculty when such Full-time or Part-time Faculty Members are required or assigned to serve on District hiring committees or other District committees, when such committees must meet on days which are not assigned for Full-time Faculty, or outside of a Part-time Faculty Members' assigned courses or counseling duties. In order to be eligible for pay for such services the Full-time or Part-time Faculty Member must first obtain prior approval from the Supervising Administrator. For purposes of this clause the phrase "days which are not assigned" or "unassigned days" refers to and is limited to non-teaching days which are scheduled outside the Academic Work Year.

Section 5. Effective July 1, 2021 the part-time salary schedule will be increased by two and three-quarters percent (2.75%). Retroactive payment will be paid at the first payroll after ratification of this agreement.

Effective July 1, 2021, the part-time salary schedule is:

	<u>BA</u>	<u>MA</u>	<u>PhD</u>
Lecture	\$53.47	\$55.66	\$57.94
Lab	\$43.70	\$44.85	\$46.67

Effective July 1, 2021, all instructional lab courses will be paid at the lecture rate.

All actively employed part-time faculty members will receive a one-time bonus of four percent (4%) for all salary earned in fiscal year 2020-2021 to be paid at the first payroll after the ratification of this agreement.

Effective July 1, 2022, the part-time salary schedule will be increased by one and three-quarters percent (1.75%)

	<u>BA</u>	<u>MA</u>	<u>PhD</u>
Lecture	\$54.41	\$56.63	\$58.95
Lab	\$43.83	\$45.62	\$47.49

There will be a reopener on salary for 2023-2024.

Section 6. In any academic year that the District receives parity money (Part-time Faculty compensation funding) from the state such monies shall be distributed based on total hours worked. Parity money shall be distributed exclusively to Part-time Faculty and shall not be distributed for Full-time Faculty overload.

Definition of Parity: Effective July 1, 2005, the District and CMCFA agree that parity for Part-time Faculty salaries, based on workload, is as described by the California Post-Secondary Education Commission (CPEC) study and equals 70% of the Full-time Faculty workload.

Section 7. Full-time and Part-time Faculty Members shall be compensated for independent study courses at the rate of \$500.00 per student, not to exceed two students per course. All independent study courses must go through the established process before being approved. Faculty shall be compensated as long as the student is enrolled through census.

Section 8. Part-time Faculty shall be paid equal to the number of hours of the first class meeting when a course of scheduled instruction is cancelled less than two weeks before the beginning of a semester.

Section 9. Full-time Faculty shall be compensated for administering more than 3 credit-by-examination(s) during a single semester at the rate of \$50.00 per student. Part-time Faculty shall be compensated for administering credit-by-examination(s) at the rate of \$50.00 per student. Full-time Faculty Members who administer credit-by-examination(s) during days not assigned shall be compensated at the rate of \$50 per student. All credit-by-examination(s) must go through the established process before being approved.

- Section 10.** Faculty shall be compensated for MUSD credit by exam paper grading at the following tiered rate:
- \$250 (1-15 exams)
 - \$500 (16-30 exams)
 - \$750 (31-45 exams)
 - \$1000 (46-60 exams)
 - \$1250 (61-75 exams)
 - \$1500 (76-90 exams)
 - \$1750 (91+ exams)

Faculty claiming payment for paper grading shall share a copy of the exam instrument with the Dean of Instruction to substantiate the claim.

Faculty who solely utilize a multiple choice exam for the program shall be compensated a flat rate of \$250 regardless of the number of exams.

- Section 11.** Faculty teaching the Work Experience course shall be compensated at the rate of \$200 per student.

- Section 12.** Full-time non-teaching Faculty Coordinators listed below whose responsibilities include supervision of a program shall receive additional compensation of \$2400 per year.

ACCESS Coordinator, CalWORKs Coordinator, EOPS Coordinator, Adult Education Program Coordinator, Coordinator for Library Services, Learning Resource Center Coordinator, Articulation Officer, and Transfer Center Coordinator.

- Section 13.** Part-Time Ancillary Activities: Part-time faculty who work as student club advisors shall receive additional compensation of \$500 per club per semester. Per Education Code 87482.5, this time does not count against the 67% maximum.

- Section 14.** Effective July 1, 2021 in the event a course of scheduled instruction offered outside the regular semester is cancelled with two (2) weeks of the first class meeting, Faculty assigned to teach these courses shall be paid for the number of hours of the first class meeting.

- Section 15.** Mileage Reimbursement: In the event a full-time or part-time faculty member is scheduled at two or more different locations on the same day, the member will be paid round-trip mileage between the locations at the current IRS mileage rate within thirty calendar of submitting a mileage form.

ARTICLE XVI: Evaluations

The primary purpose of the Faculty performance evaluation is to foster the personal and professional development of the Faculty Member. Effectively carried out, the evaluation will result in professional growth, increased skill performance and the realization of personal goals of the Faculty Member.

Formal evaluations shall be conducted and documented as prescribed in this article. An evaluation reviews a Faculty Member's performance under the supervision of a peer review committee based on information derived from considerable structured data gathering including student evaluations and class observations.

Section 1. Full-time Tenure Track/Probationary Faculty

- A. Employment Status:** Under this Agreement, "Probationary Faculty" are those Faculty Members who have not been granted tenure and are working under a contract stipulating

they are tenure track. These Faculty Members are employed in one of three categories per the Education Code:

1. First Year Tenure Track
2. Second Year Tenure Track
3. Third and Fourth Year Tenure Track

Probationary/Contract Faculty will be required to successfully complete a four-year tenure review process. During the fourth year, a decision to grant or not grant tenure will be made by the Copper Mountain College Board of Trustees. The Board of Trustees may release tenure track Faculty from their contract in any year with less than satisfactory overall evaluations or with a recommendation to not-rehire from the Supervising Administrator or the Superintendent/President. ¹

B. Frequency of Evaluations: Full-time tenure track/probationary Faculty Members shall be annually evaluated for the duration of the probationary period.

C. Evaluation Standards: The probationary period is an extension of the selection process and provides tenure track Faculty the opportunity to demonstrate that they meet the standards, needs, and expectations of the college and that he/she is performing at a level that warrants the granting of tenure. Tenure review concludes the selection process through a period of review and evaluation leading to a determination by the Board of Trustees on whether to employ an individual as a permanent, tenured member of the Faculty.

Copper Mountain College expects and requires all Faculty to meet the standards of performance as outlined in the job description, policy and procedures, Positive Assistance Plan as well as any federal or state rules and regulations. Such standards shall be professional and directly related to the Faculty teaching assignment and/or obligations outlined in the above written materials or the collectively negotiated agreement.

D. Evaluation Components:

1. Classroom/worksite observations by members of the Tenure Review Committee (TRC), signed by the observer;
2. Evaluation Summary Report compiled by the Supervising Administrator and signed by all committee members;
3. Professional Qualities section compiled by the supervising administrator, and signed by the supervising administrator.
4. Student evaluation surveys to be conducted no sooner than the half-way point of the course or semester. The data/scores from student evaluations will be provided to the Faculty Member at the final meeting. Verbatim comments will be provided to Faculty Member via email after grades have been submitted and;
5. A Self-evaluation Portfolio: Strengths, and/or areas for improvement compiled by the Faculty Member which includes, but is not limited to the following:
 - Samples of Student Assessment Tools if requested
 - Statement of committee work and other service to the District
 - Self-assessment of job performance including innovative and alternative approaches to teaching, and professional goals.

Portfolio is due to the Supervising Administrator by the Friday of the 42th 11th week of instruction.

6. A Positive Assistance Plan, if warranted.

¹ Behavior or performance which is proscribed by the Education Code also provide reasons for not-rehiring tenure track employees.

E. Timelines:

1. Initial Meeting

(a) First year full-time tenure-track probationary Faculty:

Within six (6) weeks of the commencement of the first semester of employment, the Supervising Administrator, and all other member(s) of the TRC will meet with the contract Faculty Member to review the tenure review process and to discuss, in general terms, how it will be conducted, evaluative criteria, evaluation goals, and the committee's expectations.

(b) Second through 4th year tenure-track probationary Faculty:

Within six (6) weeks of the commencement of the semester, Supervising Administrator, or other designated member(s) of the TRC will meet with the contract Faculty Member to review the tenure review process and to discuss, in general terms, how it will be conducted, evaluative criteria, evaluation goals, and the committee's expectations.

2. TRC members will submit observation forms to the supervising administrator or designee within two (2) weeks of the observation. The supervising administrator and TRC will meet to discuss the contract faculty member's evaluation. The contract Faculty member being evaluated shall be given a copy of the final evaluation summary no later than a day prior to meeting with the TRC.
3. Prior to the end of the semester, the Supervising Administrator shall convene the TRC and review findings with the Faculty Member. The Supervising Administrator will meet separately with the faculty member to discuss the Professional Qualities section of the evaluation.
4. The final formal evaluation reports shall be completed no later than the conclusion of the 4th week of the following regular semester.

F. Tenure Review Committee (TRC): During the first semester of a contract Faculty Member's service at the college in a probationary position, the Supervising Administrator shall ensure that a TRC is appointed to conduct the contract Faculty Member's tenure review and to evaluate his/her performance.

1. TRC Members: the Tenure Review Committee shall consist of:

- (a) Supervising Administrator, who shall chair the committee;
- (b) Two tenured Faculty Members in the same academic discipline, if possible, or a related discipline mutually selected by the Faculty Member to be evaluated and the Supervising Administrator.

To the extent practicable, the membership of the TRC shall remain constant throughout the contract Faculty Member's probationary period.

2. TRC member shall be replaced if he or she:

- (a) Resigns, retires, is subject to a conflict of interest, or becomes unavailable for continued service on the committee for any other reason;
- (b) Will be absent on a leave of absence for one semester or more.
- (c) Has made the District aware of a reason to remove the committee member.

Whenever a TRC member needs to be replaced, the Supervising Administrator shall promptly oversee the appointment of a replacement TRC member again mutually selected by the Faculty Member being evaluated and the Supervising Administrator.

3. TRC Chair Duties: The Supervising Administrator is responsible for overseeing the evaluation process on behalf of the Board of Trustees. The Supervising Administrator will chair the TRC and shall convene all evaluation and TRC meetings, preside at TRC meetings, and maintain a tenure review file consisting of all of the documents and other materials that are relevant to the process and that need to be preserved. The Supervising Administrator will prepare the evaluation report.

- G. Evaluation Appeal:** If a Full-time Tenure Track Faculty Member disagrees with the statement of the evaluations, he/she will have twenty (20) calendar days (excluding winter and summer breaks) to submit a written response. The response shall be attached to the Evaluation Summary Report and placed along with it in the Faculty Member's personnel file. Except as specifically provided by law, the contents of the evaluation shall not be subject to the grievance procedure.
- H. Professional Goals:** Goals may be set by the Faculty Member, supervisor, and/or committee. Short-term goals will be monitored by the evaluation committee over the subsequent semester and reviewed with the Faculty Member at the next tenure-track initial meeting. Long-term goals will be reviewed with the Faculty Member at the next formal evaluation process. Long term goals accomplished with documentation prior to the next evaluation will not be reviewed at the next formal evaluation. Evaluation Summary Report goals must be specific and measurable and relate directly to evidence from peer observation, student evaluations, or the portfolio. Professional Qualities section goals must be specific and measurable. Failure to meet short-term goals may lead to an unsatisfactory evaluation and a Positive Assistance Plan.
- I. Full-time Tenure Track Positive Assistance Plan:** If the overall evaluation is unsatisfactory, the evaluators shall offer a written Positive Assistance Plan to achieve the needed improvement. The Positive Assistance Plan shall be presented to the evaluatee and the Committee within two (2) weeks of an unsatisfactory evaluation; it may be presented later in the spring if it is intended for use in the following academic year. The Faculty Member shall take affirmative action to correct any cited deficiencies, based upon, at a minimum, the evaluator's specific recommendations for improvement. The Supervising Administrator, or other designated member(s) of the TRC shall meet with the Faculty Member at least once in the semester following the evaluation, to review progress toward meeting the goals of the Positive Assistance Plan. During a formal evaluation year, there will be no informal or unannounced observations unless an observation has documented performance and/or behavior concerns and such concerns have been brought to the Faculty Member's attention as part of the formal evaluation process and/or the Positive Assistance Plan.
1. Components of a Positive Assistance Plan:
 - (a) The evaluation committee shall develop a Positive Assistance Plan for the Full-time Tenure Track Faculty Member to address areas for improvement.
 - (b) The areas for improvement shall be specified in the evaluation committee's report.
 - (c) The Positive Assistance Plan shall specify objectives, activities, and timelines for accomplishment by the Full-time Faculty Member.

Section 2. Full-time Non-Tenure Track Faculty

- A. Frequency of Evaluations:** Non-tenure track Faculty shall be evaluated yearly the first four (4) years of employment and at least once every third year of employment thereafter.
- B. Evaluation Process:** During the first four (4) years of employment all full-time non-tenure track Faculty will be evaluated per the evaluation process used for tenure-track Faculty (Section 1.) Thereafter, the evaluation shall follow the tenured Faculty evaluation process (Section 3.)

Section 3. Full-time Tenured Faculty

- A. Frequency of Evaluation:** Tenured Faculty shall receive an evaluation once every three (3) years.
- B. Evaluation Committee:** The committee shall consist of Supervising Administrator and at least one tenured Faculty Member in the same academic discipline if possible, or a related discipline, mutually selected by the Faculty Member being evaluated and the supervising administrator.
- C. Evaluation Components:**
1. Classroom/Worksite observation(s) to be conducted by the Faculty Member(s) of the evaluation committee. The Supervising Administrator may observe the tenured faculty member.
 2. Evaluation Summary Report compiled by the Supervising Administrator and signed by all committee members;
 3. Professional Qualities section compiled by the supervising administrator and signed by the Supervising Administrator;
 4. Student evaluation surveys to be conducted no sooner than the half-way point of the course or semester. The data/scores from student evaluations will be provided to the Faculty Member at the final meeting. Verbatim comments will be provided to Faculty Member via email after grades have been submitted and;
 5. Self-evaluation – Portfolio: Strengths, and/or areas for improvement included but not limited to the following:
 - Samples of Student Assessment Tools if requested
 - Statement of committee work and other service to the District
 - Self-assessment of job performance including innovative and alternative approaches to teaching, and professional goals.Portfolio is due to the Supervising Administrator by the Friday of the 11th week of instruction.
4. Positive Assistance Plan, if warranted.
- D. Timelines:**
1. Within six (6) weeks of the commencement of the semester, the Supervising Administrator, shall notify the Faculty Member, via District email that an evaluation will be conducted. Peer observation(s) and student evaluations will take place as scheduled.
 2. The evaluation committee will submit observation forms to the supervising administrator or designee within two (2) weeks of the observation. The Supervising Administrator and the evaluation committee will discuss the Faculty member's evaluation. The Faculty member being evaluated shall be given a copy of the final evaluation summary no later than a day prior to meeting with the evaluation committee.
 3. Prior to the end of the semester, the Supervising Administrator shall convene the evaluation committee and review findings with the Faculty Member. The Supervising Administrator will meet separately with the faculty member to discuss the Professional Qualities section of the evaluation.
 4. The Evaluation Summary Report shall be completed no later than the end of the semester.
- E. Evaluation Appeal:** If a Full-time Faculty Member disagrees with the statement of the evaluation, he/she will have twenty (20) calendar days (excluding winter and summer breaks) to submit a written response. The response shall be attached to the Evaluation Summary Report and placed along with it in the Faculty Member's personnel file.

Except as specifically provided by law, the contents of the evaluation shall not be subject to the grievance procedure.

F. Professional Goals: Goals may be set by the Faculty Member, supervisor and/or committee. Short-term goals will be monitored by the evaluation committee over the subsequent semester and reviewed with the Faculty Member. Long-term goals will be reviewed with the Faculty Member at the next formal evaluation process. Long term goals accomplished with documentation prior to the next evaluation will not be reviewed at the next formal evaluation. Evaluation Summary Report goals must be specific and measurable and relate directly to evidence from peer observation, student evaluations, or the portfolio. Professional qualities goals must be specific and measurable. Failure to meet short-term goals may lead to an unsatisfactory evaluation and a Positive Assistance Plan.

G. Full-time Tenured Positive Assistance Plan: If the overall evaluation is unsatisfactory, the evaluators shall offer a written Positive Assistance Plan to achieve the needed improvement. The Positive Assistance Plan shall be presented to the Faculty Member within two (2) weeks of an unsatisfactory evaluation. The Faculty Member shall take affirmative action to correct any cited deficiencies, based upon, at a minimum, the committee's specific recommendations for improvement. Supervising Administrator, or other designated member(s) of the evaluation committee shall meet with the Faculty Member at least once in the semester following the evaluation to review progress toward meeting the goals of the Positive Assistance Plan. During a formal evaluation year, there will be no informal or unannounced observations unless an observation has documented performance and/or behavior concerns and such concerns have been brought to the Faculty Member's attention as part of the formal evaluation process and/or the Positive Assistance Plan.

1. Components of a Positive Assistance Plan:

- (a) The evaluation committee shall develop a Positive Assistance Plan for the Full-time Faculty Member to address areas for improvement.
- (b) The areas for improvement shall be specified in the evaluation committee's report.
- (c) The Positive Assistance Plan shall specify objectives, activities, and timelines for accomplishment by the Full-time Faculty Member.

Section 4. Part-time Faculty Evaluation

The primary purpose of the Faculty performance evaluation is to foster the personal and professional development of the Faculty Member. Effectively carried out, the evaluation will result in professional growth, increased skill performance and the realization of personal goals of the Faculty Member.

Part-time Faculty Members are a vital part of the community college instruction and instructional support programs. They provide unique contributions to the institution and its students because of their subject knowledge and professional experience. The Part-time Faculty evaluation process is meant to be collaborative to develop goals and objectives of the individual Faculty Member toward achieving personal and student success.

Formal evaluations shall be conducted and documented as prescribed in this article. An evaluation reviews a Faculty Member's performance under the supervision of a peer review committee based on information derived from considerable structured data gathering including student evaluations and class observations.

A. Frequency of Evaluation: Newly hired Part-time Faculty shall be evaluated during the first semester of their initial assignment and every other subsequent semester they are assigned for a total of four evaluations. After the fourth initial evaluation, continuing Part-time Faculty

will have their evaluations scheduled at least once every six (6) regular semesters in which they are employed.

B. Evaluation Committee: An evaluation committee will be composed of the Supervising Administrator and Full-time Faculty Member(s), in the same discipline if available. The Full-time Faculty Member(s) shall be selected by mutual agreement of the Part-time Faculty Member and the supervising administrator.

C. Evaluation Components:

1. Classroom/Worksite observation(s) will be conducted by the Supervising Administrator and two (2) Full-time Faculty Members for the initial evaluation. For subsequent evaluations, the classroom/worksite observation(s) will be conducted by one (1) Full-time Faculty Member and the supervising administrator may observe the part-time faculty member.
2. Evaluation Summary Report compiled by Supervising Administrator, or designee, and signed by all committee members;
3. Professional Qualities section compiled by the supervising administrator and signed by the Supervising Administrator.
4. Student evaluation surveys to be conducted no sooner than the half-way point of the course or semester. The data/scores from student evaluations will be provided to the Faculty Member at the final meeting. Verbatim comments will be provided to Faculty Member via email after grades have been submitted and;
5. A Self-evaluation Portfolio: Strengths, and/or areas for improvement compiled by the Faculty Member which includes but is not limited to the following:
 - Samples of Student Assessment Tools if requested
 - Self-assessment of job performance including innovative and alternative approaches to teaching, and professional goals.Portfolio is due to Supervising Administrator by the Friday of the 11th week of instruction.
6. Positive Assistance Plan, if warranted.

D. Timelines:

1. Within six (6) weeks of the commencement of the semester, the Supervising Administrator shall notify the Faculty Member via District email that an evaluation will be conducted. For first year part-time faculty, the Supervising Administrator shall meet with the part-time faculty member and committee to review the evaluation process, including how it will be conducted, evaluative criteria, evaluation goals, and the committee's expectations. Peer observation(s) and student evaluations will take place as scheduled.
2. The evaluation committee will submit observation forms to the Supervising Administrator or designee within two (2) weeks of the observation. The Supervising Administrator and committee will discuss the part-time faculty member's evaluation. The part-time faculty member being evaluated shall be given a copy of the final evaluation summary no later than a day prior to meeting with the evaluation committee.
3. The final meeting between the Part-time Faculty Member and the committee will be held prior to the end of the semester. The Supervising Administrator may meet separately with the faculty member to discuss the Professional Qualities section of the evaluation.
4. The evaluation timelines shall be adjusted proportionally for short-term classes.

E. Appeal: If the Part-time Faculty Member disagrees with the evaluation he/she receives from the committee the Faculty Member will have twenty (20) calendar days (excluding winter and summer breaks) to submit a written response. This response shall be attached to the Evaluation Summary Report in the Part-time Faculty Member's personnel file.

F. **Professional Goals:** Goals may be set by the Faculty Member and committee. Short-term goals will be monitored by the evaluation committee over the subsequent teaching/counseling semester and reviewed with the Faculty Member. Progress of long-term goals will be reviewed with the Faculty Member at the next formal evaluation process. Long-term goals accomplished with documentation prior to the next evaluation will not be reviewed at the next formal evaluation. Evaluation Summary Report goals must be specific and measurable. Professional Qualities goals must be specific and measurable. Failure to meet short-term goals may lead to an unsatisfactory evaluation and a Positive Assistance Plan.

G. Positive Assistance Plan:

1. If the District elects to re-employ a Part-time Faculty Member with an unsatisfactory evaluation, the committee shall develop a Positive Assistance Plan for the Part-time Faculty to achieve the needed improvement.
2. The areas for improvement shall be specified in the evaluation committee's report.
3. The Positive Assistance Plan shall specify objectives, activities, and timelines for accomplishment by the Part-time faculty.
4. If the Part-time Faculty Member is employed the following semester the Evaluation Committee shall meet with the Faculty Member to review progress toward meeting the goals of the positive assistance plan.

ARTICLE XVII: Full-time Faculty Sabbatical Leaves

Section 1. On the recommendation of the Superintendent/President, the Board of Trustees may permit Full-time Faculty Member(s) to take sabbatical leaves for the purpose of directly benefitting the District and/or the students of the District.

Section 2. Applicants for sabbatical leave must file a program of study, research, writing, creative work or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant, but, at a minimum, will set forth the benefits received from the leave as well as the Full-time Faculty Member(s) reactions to the experience.

Section 3. A maximum of one (1) Faculty Member may be on sabbatical leave at any one time; at such time when the District employs forty (40) or more Full-time Faculty then a maximum of two (2) Faculty Members may be on sabbatical leave at any one time.

Section 4. In order to be eligible for such leave the Faculty Member must have served at least six (6) consecutive years immediately preceding the period of leave; in at least of the four (4) consecutive years immediately preceding the leave, the Faculty Member must not have received an evaluation with an overall rating which is less than satisfactory.

Section 5. A Faculty Member who has been granted a sabbatical leave must work for at least another six (6) consecutive years following the end of the leave period before being eligible to apply for another sabbatical leave.

Section 6. Qualified Faculty Members may be permitted to choose one of the following alternatives:

- One academic year at full pay;
- One semester at full pay;
- Two alternating semesters at full pay.

Faculty choosing to use the alternating semester option must submit a plan, which justifies the alternative in terms of a need to complete the proposed project, or in terms of special

consideration for continuity of College operations. Furthermore, the alternating semester must be completed within a two (2) year period.

Section 7. A further eligibility requirement for sabbatical leave is that the Faculty Member agrees in writing to complete at least two (2) years of service for a one-year sabbatical leave, or one-year of service for one (1) semester leave to the District after the completion of the sabbatical leave.

Section 8. Applicable regulations for the administration of this policy shall be adopted by administration in consultation with the Sabbatical Leave Committee and the Academic Senate; such regulations cannot conflict with the specific provisions of this Agreement.

Section 9. In case of injury or illness of the Faculty Member during the sabbatical leave which prevents they/them completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave shall apply. If death prevents the Faculty Member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate.

Section 10. If granted sabbatical leave, any violation of the sabbatical leave process or responsibilities, including failure to complete an approved report, failure to perform the post-sabbatical service to the District, failure to meet the timelines, and other violations, may result in any one or a combination of the following actions:

- An immediate revocation of the sabbatical leave and/or a leave of absence without pay during all or some of the time previously requested for purpose of sabbatical leave.
- Responsibility for restitution to the District for funds received for the sabbatical leave and any related legal fees incurred by the District.
- Loss of step advancement on the salary schedule for the year in which the sabbatical was taken.

An action to implement any of these would require notification by the Sabbatical Leave Committee, the Academic Senate, and Supervising Administrator. The Board of Trustees would make final approval, and would be implemented by the Superintendent/President or his or her designee.

Section 11. Application Components:

- A.** Objective(s) of the Sabbatical.
 - a. Detailed statement of sabbatical activity, including justification of the amount of time requested.
 - b. Detailed statement of how the activity will directly benefit the institution and the applicant.
- B.** Description of the evidence that will indicate how applicant met each objective.
- C.** Applicant's service to the District and other pertinent information the applicant determines is important to the sabbatical application.

Section 12. Application Process:

- A.** The applicant must submit a sabbatical leave application, checklist, and sabbatical proposal to the Human Resources Office. The Human Resources Office shall provide all sabbatical applicants with all the required forms. The application should include the beginning and ending dates for requested leave, and lengths of previous sabbatical leaves. A letter from the applicant's supervisor evaluating the academic value of the proposed sabbatical must be

included. The applicant may withdraw his/her proposal at any point during the approval process.

- B.** Applications for sabbatical leave shall be reviewed by the Sabbatical Leave Committee. The Sabbatical Leave Committee shall be comprised of at least three (3) faculty and the Chief Human Resources Officer or designee. The faculty members shall be appointed by the Academic Senate, and the management representatives shall be appointed by the Superintendent/President. In the event of a tie, the proposal will be placed on the Academic Senate agenda for review and a decision.
- C.** The committee reviews and evaluates the sabbatical application and proposal, assisting as needed with revisions. The committee may request attendance of applicants at any of its meetings. The committee's recommendations on whether or not to approve the proposal, along with the sabbatical application(s) shall be forwarded to the Academic Senate, in rank order if more than one application. The committee informs the applicant in writing of its recommendation prior to forwarding it to the Academic Senate and if rejected by the committee, explanations are included.
- D.** The Academic Senate reviews the sabbatical application packet and the recommendations of the Sabbatical Leave Committee. If the Senate approves the application, the Senate forwards the approved application(s) to the Vice President of Academic Affairs or Vice President of Student Services. If the Senate does not approve the application, the Academic Senate shall provide an explanation to the applicant.
- E.** The Vice President of Academic Affairs or Vice President of Student Services shall review the Academic Senate's approved application. If the Vice President of Academic Affairs or Vice President of Student Services approves the application, the Vice President of Academic Affairs or Vice President of Student Services will forward to the Superintendent/President. If the Vice President of Academic Affairs or Vice President of Student Services does not approve the application, the Vice President of Academic Affairs or Vice President of Student Services shall provide an explanation to the applicant.
- F.** The Superintendent/President reviews the findings of the Academic Senate and the Vice President of Academic Affairs or Vice President of Student Services and forwards his or her recommendations to the Board of Trustees for action. If the sabbatical recommendations of the Academic Senate and those of the Superintendent/President differ, a meeting of the Superintendent/President, Senate President and sabbatical applicant will be held, if requested, to resolve any differences. If the differences cannot be resolved, the Senate President will have the opportunity to separately present the recommendations of the Academic Senate to the Board. The Board of Trustees has final approval on sabbatical proposals.
- G.** If the Board approves a sabbatical request, it is the responsibility of the sabbatical recipient to:
 - Place copy of the sabbatical leave proposal in the College Library and Human Resources Office.
 - Notify the supervisor by registered or certified mail within ten (10) days, or as soon as practical, if the recipient has any serious accident or illness which will affect the leave plan.
 - Proposed changes in the approved leave plan shall be requested, in writing, through the Sabbatical Leave Committee. No substantive changes are to be made in the sabbatical leave plan without prior written authorization from the Superintendent/President.

- Section 13.** Sabbatical Leave Timelines: Applications for sabbatical leave must be filed in accordance with the following deadlines:
- Completed applications are to be submitted to the Human Resources Office on or before November 1 of the fiscal year prior to the requested sabbatical leave. Completed applications shall be forwarded to the Sabbatical Leave Committee.
 - The Sabbatical Leave Committee inform the Academic Senate of the decision made by the committee by February 1.
 - The Academic Senate shall make its recommendations to the Vice President of Academic Affairs or Vice President of Student Services by March 15.
 - If the applicant misses any deadlines, the sabbatical may be withdrawn from the process or may be denied.
 - If the Sabbatical Leave Committee or Academic Senate misses a deadline, the applicant cannot grieve the missed timelines.

- Section 14.** Sabbatical Leave Return and Reports: If approved for sabbatical leave by the Board of Trustees, the faculty member's reports must be filed in accordance with the following deadlines:
- A.** The applicant must submit a report no later than October 1 for a one year or spring semester sabbatical leave, and by March 1 for a fall semester sabbatical leave, to the Sabbatical Leave Committee to verify that he or she has met the objectives of the sabbatical. The sabbatical report shall include a copy of the original sabbatical proposal, which describes the expected content, format, and any other pertinent information concerning the sabbatical.
- B.** The applicant will present to the faculty a synopsis of his or her sabbatical leave, as requested by the Sabbatical Leave Committee. The applicant will present an overview of his or her sabbatical report to the Board of Trustees or any other District function if requested by the Superintendent/President, supervising administrator, or Academic Senate.
- C.** The Superintendent/President shall forward the sabbatical report to the Board of Trustees. The Board of Trustees reviews the sabbatical report of the Superintendent/President and certifies that the sabbatical leave goals and objectives have or have not been satisfactorily completed. The sabbatical report may be presented, in person, to the Board of Trustees by the Faculty Member. In the event that the Board of Trustees decides that the objectives of the sabbatical leave have not been satisfied, it may invoke one or more of the actions listed in section 10 of this article.
- D.** If granted sabbatical leave, any violation of the sabbatical leave process or responsibilities, including failure to complete an approved report, failure to perform the post-sabbatical service to the District, failure to meet the timelines, and other violations, may result in any one or a combination of the following actions:
- An immediate revocation of the sabbatical leave and/or a leave of absence without pay during all or some of the time previously requested for purpose of sabbatical leave.
 - Responsibility for restitution to the District for funds received for the sabbatical leave and any related legal fees.
 - Loss of step advancement on the salary schedule for the year in which the sabbatical was taken.

An action to implement any of these would require notification by the Sabbatical Leave Committee, the Academic Senate, Supervising Administrator, and approval by the Board of Trustees and would be implemented by the Superintendent/President of the College or his or her designee

ARTICLE XVIII: Leaves

- Section 1. Definition of Immediate Family:** For purposes of this article, "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse or Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.
- Section 2. Family Care Leave:** Eligible Full-time and Part-time Faculty Members shall be granted leave and maintenance of health benefits (if applicable) to the extent provided in the most current version of either the federal Family and Medical Leave Act or the California Family Rights Act. In situations where the laws overlap, whichever law is more beneficial to the unit member shall be applied.
- Section 3. Bereavement Leave:** A Full-time or Part-time Faculty Member is entitled to three (3) days of leave for the death of any immediate family member and five (5) days for the death of an immediate family member when travel out of the state of California or of 400 miles round trip is required to attend the funeral. Bereavement Leave in excess of the authorized amount may be charged to available personal necessity leave.
- Section 4. Jury Leave:** A Full-time or Part-time Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as a Full-time or Part-time Faculty Member receives the order calling the Full-time or Part-time Faculty Member to jury duty, the Full-time or Part-time Faculty Member must notify the appropriate Supervisor and attach jury service documentation to the timesheet. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Full-time or Part-time Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt District operation or the offering of the Full-time or Part-time Faculty Member's educational program to students. Fees received by the Full-time or Part-time Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District. Any full day of jury service shall constitute fulfillment of a Full-time or Part-time Faculty Member's duties for that working day.
- Section 5. Subpoena Leave:** Each Full-time or Part-time Faculty Member shall be granted leave at full pay when subpoenaed as a witness, other than as a defendant or plaintiff, in a criminal or civil trial which has resulted directly from an incident which took place at any District sponsored activity including all class and laboratory sessions, Associated Students of CMC sponsored events, athletic contests or required meetings held either on or off the college's campuses. Such leave shall be restricted to personal appearance under a subpoena issued by a court of competent jurisdiction, and only in matters as defined above. All leave for appearance as a witness, other than those described above, shall be granted only under the provisions of Personal Necessity Leave or with the approval of the Supervising Administrator as unpaid leave.
- Section 6. Pregnancy Leave:** Pregnancy leave may be taken with or without pay in accordance with California Education Code sick leave provisions and as coordinated with Family and Medical Leave Act (FMLA). Upon written notification, accompanied by verification from a licensed health care provider or person authorized by any well recognized church or denomination to treat people, pregnancy leave of absence will be granted to Full-time or Part-time Faculty Member who is pregnant. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the fall or spring semesters. Full-time or Part-time Faculty Members returning from pregnancy leave shall provide the District with at least one calendar months' notice of the Faculty Member's intent to return. A Full-time or Part-time Faculty Member may be returned to a temporary assignment different from that which she left should

her return come at a time other than the beginning of a semester. Each Full-time or Part-time Faculty Member returning from pregnancy leave will be required to submit a statement from a licensed California physician attesting to the Faculty Member's fitness to return to duty. Requests for maternity leave shall be submitted to the immediate supervisor at least one month prior to the beginning date of the leave. Full-time or Part-time Faculty Members on unpaid pregnancy leave (other than as provided under FMLA) shall have the right to maintain all fringe benefits by paying the full cost of the premium of such benefits. This leave policy shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other non-industrial illness, injuries or disabilities.

Section 7. Legislative Leave: Permanent full-time employees elected to the State Legislature shall be granted a leave of absence without pay or benefits except as provided in the next paragraph.

During the term of the leave of absence, the employee may be employed by the District on a less than full-time basis and subject to such terms and conditions, including compensation, as the parties may agree upon.

Within six months after the term of office expires, the employee may return, as his/her election, to the position held at the time of election at the salary level he or she would have been entitled to had the employee not been elected and as a permanent employee.

A person employed to take the employee's place while absent on such leave shall have no right to the position following the employee's return. During the employee's absence, the District may utilize non-tenure track employees, temporary employees or Part-time employees as temporary replacements.

Section 8. Unpaid Leaves: The Board of Trustees may grant an unpaid leave of absence upon petition of a Full-time Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that the Faculty Member shall be returned to the same assignment as that which was left. A Faculty Member shall be entitled to return to a position in a class of employment for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to-year for a total leave of not greater than three (3) years. A Faculty Member must notify the District of the Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. Faculty Members on unpaid leave of absence shall have the right to maintain all fringe benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member. Such leaves are not available for the purpose of engaging in outside employment.

Section 9. Sick Leave

A. Full-time Faculty Members shall accumulate fully paid sick leave days for absence due to injury or illness on the following basis:

<u>Scheduled Days of Service</u>	<u>Credited Sick Leave per Year</u>
170 - 190	10
191 - 210	11
211 - 230	12

A day of sick leave is eight hours.

- B. Part-time Faculty Members shall earn one (1) hour of paid sick leave for every eighteen (18) hours worked.
- C. Accrued sick leave shall be credited at the beginning of the academic year. If an employee does not take the full amount of accumulated sick leave allowed in the academic year, the amount not taken shall be carried over from year to year.
- D. Faculty Members who have exhausted their accumulated leave will be entitled to differential sick leave for a period, when combined with accumulated leave, of up to five months. When using such leave employees will be paid the difference between their salary and the amount paid to a substitute employee or, in the event a substitute is not used, the amount which would have been paid to such substitute employee. In no case shall the Faculty Member receive less than 50% of their compensation.
- E. Faculty Members returning to work from sick leave of four (4) days or more, leave involving major surgery or serious accident shall be required to present a doctor's release verifying medical permission to return to work. District may require a physician's or other verification as to an employee's claimed reason for absence, regardless of duration, whenever the District has a reasonable basis for suspecting abuse.
- F. Whenever possible, a Faculty Member must contact his/her immediate supervisor as soon as the need to be absent is known; except in cases of emergency, failure to provide adequate notice shall be grounds for denying sick leave with pay.
- G. Effective July 1, 2021, an instructional Faculty Member who is absent from scheduled on campus or remote work for two hours or less, shall have deducted two hours from accumulated leave. If the absence is more than two hours but less than six hours, four hours shall be deducted from accumulated leave; if the absence exceeds six hours, eight hours shall be deducted from accumulated leave. A non-instructional Faculty Member who is absent shall have deductions made for each hour or portion thereof that he or she is absent.
- H. Effective July 1, 2006 full-time Faculty Members who teach an overload shall be granted extra sick leave credit equal to sick leave credit granted to Part-time instructors. Such additional sick leave shall be accumulated and shall be capped at 15 hours, and used only for overload absences. Such additional sick leave shall not accrue toward retirement credit. For Faculty Members electing load banking, load banking does not create an overload and therefore no additional leave will be granted for load banking. Faculty Members utilizing their load bank shall be granted sick leave per Section 9A.

Section 10. Industrial Accident or Illness Leave

- A. Faculty Members are responsible for reporting an industrial accident or illness to their immediate supervisor or Human Resources Office as soon as practicable.
- B. Faculty Members shall be granted paid leave for absences caused by an industrial accident or illness which arose out of and in the course of District employment, and for which he/she is receiving temporary disability benefits under provisions of the Workmen's Compensation Insurance Fund.
- C. Total allowable leave shall be sixty (60) working days for any one (1) industrial accident or illness during any one (1) fiscal year. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only those days remaining, if any, of the allowable sixty (60) working days leave. Allowable leave shall not be accumulated from year to year.

- D. Industrial accident or illness leave shall begin on the first day of the absence. Industrial injury/illness shall be reduced by one (1) day for each day of authorized absence regardless of compensation awarded under Workers' Compensation. The District may require verification of the need for leave in writing from a doctor.
- E. Upon termination of the industrial accident or illness leave, the employee will be entitled to regular sick leave benefits. An absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.
- F. After the exhaustion of regular sick leave benefits, the employee will be entitled to differential pay for a period of time not to exceed five (5) months. Such leave shall be counted as of and run concurrently with the eleventh (11th) day of the employee's use of the regular sick leave benefits provided in Section 10.5 herein. If the employee is receiving temporary disability payments for Workers' Compensation, the unit member shall be entitled to use only so much of his/her accumulated leave which, when added to the Workers' Compensation award, will not exceed a full day's wage or salary.
- G. For purposes of this article, "full day's wages or salary" shall be defined as the amount of wages or salary to which the employee would have been entitled to for the day of absence had he or she worked his or her full shift/assignment.
- H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial injury or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's full salary and shall deduct normal retirement and other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by the salary warrants. The responsibility for reporting the receipt and endorsement of temporary disability indemnity checks to the District Business Office rests solely upon the employee.
- I. If after all available leave, paid and unpaid, is exhausted and the employee is not medically able to resume the duties of his or her position, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months. When the employee is medically able, during the 39-month period, he/she shall be returned to employment in a vacant position for which he or she is credentialed and qualified. The 39-month period shall commence at the expiration of the five-month period provided above.

Section 11. Personal Necessity Leave

- A. Full-time and Part-time members may utilize up to seven (7) days of accumulated sick leave for purposes of personal necessity. Such leave shall not be available nor used for purpose of extending a holiday, weekend or vacation, nor for purely personal convenience nor for withholding services from the District.
- B. Before utilizing such leave and as soon as the need to be absent is known, the Faculty Member shall arrange leave for a time which is mutually acceptable to the employee and his/her supervisor and obtain prior approval from the appropriate supervisor or management employee. The reasons for which such leave may be taken are listed

below. Advance permission is requested but not required for leave taken under numbers 1 and 2 below:

1. Death or serious illness of a member of the immediate family;
2. Accident, involving the employee or his/her property, or the person or property of a member of the employee's immediate family;
3. Family emergencies;
4. Emergency administration of estate problems involving the employee's immediate family;
5. Appearance in a court as a litigant, witnesses, party or under official order other than subpoena or jury duty provided that the District is not an adverse party in the proceedings;
6. Matters of compelling personal importance.

Section 12. Parental Leave

Parental leave is leave for reason of the birth of a child of a Faculty Member, or the placement of a child with a Faculty Member in connection with the adoption or foster care of the child by the Faculty Member.

Faculty Members on Parental Leave are paid differential leave per Section 9(D) of this Article after exhausting all accumulated sick leave up to a total of 12 work weeks.

Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively. This leave must be taken in increments of one work week, or in an established schedule of leave of less than five days per week. The 12 weeks are work weeks, so if a Faculty Member is scheduled to work four days a week, they are entitled to 12 four-day weeks off.

Eligibility: Faculty Members must have been employed by the District for a period of 12 months prior to taking Parental Leave. As Faculty Members, the requirement of 12 months is satisfied by completing two consecutive semesters.

Faculty Members are only entitled to one 12-week period of parental leave in any 12-month period. If both parents are employees of the district, both shall be entitled to take Parental leave.

ARTICLE XIX: Full-time and Part-time Employee Catastrophic Leave Bank

Section 1. The District and the Association agree to the establishment of a Catastrophic Leave Bank.

Section 2. Definition of Catastrophic Leave: The intent of this bank is to provide additional financial protection to Faculty Members during a period of prolonged illness, injury or hospitalization, of the employee or a member of his/her family for an extended period of time which for purposes of this Article is defined as an illness or injury which incapacitates the employee or a member of his/her family for an extended period of time. Catastrophic Sick Leave shall not be available simply because an employee has exhausted all available paid leave.

Section 3. Participation/Eligibility: Faculty Members with more than ten (10) days of accumulated sick leave may participate in the Catastrophic Leave Bank. Faculty Members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The Catastrophic Leave Bank shall not be available to any Faculty Member during a paid leave of absence. Faculty Members returning from a Board-approved extended

leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

Section 4. For purposes of this Article only, “family” is defined as the employee’s spouse, domestic partner, (per the definition of the Copper Mountain College medical insurance provider) mother, father, son or daughter or another member of the immediate family for whom the employee is the primary caregiver and who lives in the employee’s home.

Section 5. Leave to care for a member of the family shall be subject to all the terms and conditions of this Article and shall only be granted during such periods that the Catastrophic Leave Bank is maintaining a balance of 100 days or more. No more than one member of the same family may utilize Catastrophic Leave at the same time.

Section 6. Donation of Days: A Faculty Member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day of his/her accumulated sick leave to the Catastrophic Leave Bank. No Faculty Member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The Faculty Member shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the Faculty Member’s accumulated sick leave and shall not be designated to a specific Faculty Member for his/her exclusive use. Only donors to the bank are eligible for withdrawals.

Section 7. Administration of the Bank: A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of three (3) members, one (1) appointed by the Superintendent and two (2) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected Faculty Members and the Superintendent, and soliciting donations of sick leave from Faculty Members. Committee decisions are not reviewable through the grievance/arbitration provisions of this Agreement.

Section 8. Mandatory Donations: A Faculty Member who has received contributions from the Catastrophic Leave Bank must, upon return to duty, commence repaying donations with a minimum of one (1) accumulated sick leave day per year until total donations equal the amount of donated leave received from the bank, minus the number of days originally donated by the unit member. If a Faculty Member retires or resigns from the District, the balance of the leave contributions they received will be repaid to the Catastrophic Leave Bank from their accumulated sick leave.

Section 9. Enrollment Procedures: The District shall establish an open enrollment period each year for Faculty Members to participate in the Catastrophic Leave Bank. The enrollment period shall be July 1 through October 1. Once a Faculty Member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to reenroll each year.

Section 10. Procedures to Use/Withdraw Sick Leave – Conditions Restrictions

A. In order to be eligible to withdraw catastrophic leave from the bank, the Faculty Member must be a participant and have exhausted all of his/her available and applicable accrued paid leave credits, which includes, but is not limited to, industrial injury leave and sick leave.

B. A Faculty Member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The Faculty Member must submit this form to the Catastrophic Leave Bank Committee for processing. The Faculty

Member must provide an attending physician's statement to the Human Resources Office, which verifies the illness, injury, or hospitalization. Failure of the Faculty Member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the Faculty Member from further Catastrophic Leave Bank benefits.

- C. In the event that the Faculty Member is personally unable to apply for catastrophic leave, an immediate family member or Faculty Member's agent may make the request for the applicant.
- D. When the Faculty Member may reasonably be presumed to be eligible for disability retirement under STRS, or, if applicable, Social Security, he/she may be required to apply for such retirement. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association nor Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

Section 11. Allowable Days: An initial request shall not normally exceed twenty (20) days. A Faculty Member may request an additional twenty (20) days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. The maximum number of days allowed to be utilized by one (1) Faculty Member for a single injury/illness shall not exceed forty (40) days. The number of sick bank days needed by the Faculty Member shall be specified in the initial request. Any days approved by the Committee but unused by the Faculty Member shall be returned to the Catastrophic Leave Bank.

Section 12. Method of Payment: When a Faculty Member uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same daily rate the Faculty Member would have received. No distinction shall be made as to the differing pay rates of the donor and the recipient. Pay for Catastrophic Sick Leave shall not include overload pay.

Section 13. Accounting: By September 29th of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the Bank as of the first of July of the current year.

Section 14. Termination of Catastrophic Leave Bank: If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the then-current Faculty Members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a generalized effect, the Superintendent/President shall retain the right to suspend the provisions of this Article.

Section 15. Hold Harmless: Any Faculty Member who deposits donated sick leave into the Catastrophic Leave Bank must sign an agreement stating the Faculty Member agrees to hold the District, the Association and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfies and supersedes any obligation of the District under California Education Code section 87045.

ARTICLE XX: Full-time and Part-time Employee Reassignment

Section 1. Definition of Reassignment and Vacancy

- A.** A reassignment is changing a Faculty Member(s) teaching assignment or function OR assisting with District operations or functions in addition to the faculty member's primary assignment.
- B.** A vacancy is any full-time faculty position that does not have a faculty member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring of any programs offered by the District.

Section 2. Either the Faculty Member may request reassignment or the District may initiate reassignment.

- A.** Reassignment shall be based on due consideration of one or more of the following factors:
 - Minimum Qualifications / Required Credentials;
 - Seniority;
 - Legal requirements applicable to the District;
 - Viability of educational programs;
 - Exploration of alternatives;
 - Recent experience in the discipline and/or
- B.** Requests for reassigned time will be initiated according to the Hours of Service clause (Article IX, Section 9).

Section 3. Faculty Members will only be involuntarily reassigned when:

- A.** Request for voluntary reassignments have failed OR
- B.** If the District chooses to reassign due to a decrease in the number of faculty members; elimination of programs(s) and/or funding; or worksite closings.
- C.** If an involuntary reassignment becomes necessary, the faculty member(s) within the affected area will be reassigned based on seniority.
- D.** Faculty members who are involuntarily reassigned to a new site during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the reassignment. The District shall provide assistance in moving a faculty member's material whenever a faculty member is reassigned to a different work location.

Section 4. Full-Time Faculty Position Vacancies:

- A.** The District shall email vacancy notices to a District distribution list.
- B.** No assignment to permanently fill the vacancy shall be made until after the posted closing date unless the position is a continuous recruitment.
- C.** If internal Full-time Faculty are interested in the position, the internal candidate shall notify the Human Resources Office and apply for the position.
- D.** The Human Resources Office will screen applications for minimum qualifications.
- E.** Qualified internal applicants shall bypass the initial committee interview process. The hiring supervisor shall interview all eligible internal faculty candidates along with successful outside applicants.

ARTICLE XXI: Safety

- Section 1.** The Association shall have the right to appoint two (2) members to serve on the District's Safety Committee.
- Section 2.** Full-time or Part-time Faculty Members' concerns regarding potentially unsafe conditions shall be conveyed to the Chief of Campus Facilities and the Association appointed members of the Safety Committee.

ARTICLE XXII: Faculty Service Areas

- Section 1.** For purposes of a reduction in force, there shall be one Faculty Service Area (FSA) known as the "Copper Mountain CCD Faculty." This FSA includes full-time tenured and full-time tenure track faculty members.

ARTICLE XXIII: Modified Return to Work Program

- Section 1.** This article applies to Full-time or Part-time Faculty Members who, having suffered from an illness or injury, are released to return to work but with restrictions imposed by their medical doctor or licensed practitioner.
- Section 2.** In those instances, the District will make every effort to find a temporary modified work assignment for the employee, which is consistent with the work restrictions and within the same classification as held by the Full-time or Part-time Faculty Member at the beginning of his/her leave. The establishing, defining and continuing of any modified assignment are within the discretion of the District.
- Section 3.** If no modified assignment can be found, the employee may be placed or remain in the applicable appropriate status, including, but not limited to, temporary disability, sick leave, or available appropriate leave.
- Section 4.** The District may request the Full-time or Part-time Faculty Member be examined, at District expense, by a physician or practitioner of the District's choosing in order to verify the extent of the restrictions and limitations. The District may require an examination once every three months.

ARTICLE XXIV: Full-time and Part-time Employee Complaint Procedure

- Section 1.** Complaints involving charges of sexual harassment, crime (whether misdemeanor or felony), charges of discrimination, or matters for which procedures are provided by applicable law or elsewhere in this collective bargaining agreement are explicitly excluded from consideration under this Article. Such charges shall be pursued under applicable laws, policies and procedures.
- Section 2.** This complaint procedure provides both an informal and formal process. Upon receipt of a verbal or written complaint it will be recommended that the complainant meet informally with the Faculty Member; the Faculty Member shall not be entitled to representation at this meeting. If cooperative efforts cannot resolve the complaint at an informal level, a formal complaint may be filed with the Supervising Administrator. The Faculty Member shall be notified of the written complaint within ten (10) working days of its receipt. The complaint shall be in writing and signed by complainant; for purposes of investigating the complaint, the name or names of complaining student(s) need not be divulged.

- Section 3.** The formal complaint will be investigated by the Supervising Administrator Twenty (20) working days from the day the Faculty Member has been notified will be allowed for the Supervising Administrator to conduct an investigation. During the investigation should any meeting occur between the Faculty Member and the Supervising Administrator, the Faculty Member may be accompanied by a Faculty Association representative. The Supervising Administrator shall write a written report on the relevant findings and recommendations and present them to the Faculty Member within an additional ten (10) working days; the Supervising Administrator will also meet with the Faculty Member to review and discuss the report. The Faculty Member may be represented by the Faculty Association at such meeting.
- Section 4.** Should the Supervising Administrator or involved Faculty Member believe that a meeting with the complainant would help to resolve the complaint, the Supervising Administrator will attempt to schedule a meeting involving administration, Faculty Member and the complainant. The Faculty Member and complainant are entitled to representation at such meeting.
- Section 5.** If the complaint cannot be settled to the satisfaction of all parties, the Faculty Member may prepare a written response to the complaint. The response shall be attached to the complaint and placed in the Faculty Member's personnel file. Either party may appeal to the Board of Trustees for review of the matter and, at the Board's discretion, a hearing on the matter.
- Section 6.** A complaint determined by the Supervising Administrator to be unsubstantiated or unfounded shall not be placed in the personnel file.

ARTICLE XXV: Organizational Security

- Section 1.** The Association shall have the exclusive right to payroll deduction for Unified Association dues and initiation fees. Dues and/or service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.
- Section 2.** A monthly list of bargaining unit members for whom deductions are being made shall be forwarded to the Chapter President or his/her designee. The list shall identify new, changed, or discontinued deductions.
- Section 3.** Deductions for Full-time or Part-time Faculty Members who commence duties after the beginning of the academic year and therefore are not subject to deductions until after the beginning of the school year, shall be prorated to the number of school months during the academic year in which he or she is a member of the Association or otherwise subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.
- Section 4.** Any Full-time or Part-time Faculty Member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership as a condition of employment for the duration of the Agreement. Nothing herein shall preclude such employee from withdrawing his/her membership within the thirty (30) day period following the expiration date of the Agreement.

ARTICLE XXVI: Distance Education

Section 1. The District and the Association recognize that the concept of “Distance Education” is an evolving one and, therefore, the parties need to be flexible when applying and reviewing this contract language in order to keep pace with electronic learning developments and innovations which the District may determine are appropriate on either a long-term or experimental basis.

Section 2. Distance Education refers to Internet online or hybrid instruction conducted via electronic medium and allowing for both Full-time or Part-time Faculty Members and student participation in the course without their necessarily being physically present in the same place. An online class is taught exclusively via Internet and a hybrid class taught partially online. This Article does not apply to “web enhancement”.

Section 3. Acceptance of teaching assignments for Distance Education courses shall be voluntary.

Section 4. Issues related to ownership of materials developed for use in Distance Education shall be governed by District policy, subject to applicable Education Code provisions.

Section 5. Each Full-time or Part-time Faculty Member who is approved by the Chief Instructional Officer (CIO) to build and teach an approved online course shall be eligible to receive a one-time payment for such work.

Said course can be one that is a newly developed course which has never been offered at the college, or a course that has been offered face-to-face but has not been fully approved for the online distance education modality. This does not include courses offered during the COVID-19 pandemic under the emergency authorization from the State Chancellor’s Office.

An online course is considered approved when it has gone through the Curriculum, Academic Senate and Board of Trustees approval process with an added fully online distance education modality prior to the development of online content. Total compensation for each course shall not be \$1,000. Full-time or Part-time Faculty Members shall be paid once the online learning environment has been accepted by the CIO and grades have been submitted for the first offering of the online course. No additional compensation shall be paid to any Full-time or Part-time Faculty Member who teaches an online course developed by another Faculty Member.

Section 6. Any Full-time or Part-time Faculty Member volunteering to teach an online or hybrid course must complete the District approved training for such courses or otherwise demonstrate his/her competence in providing online instruction. Full-time and Part-time Faculty members shall be eligible to utilize Employee Development and/or Professional Growth for the District approved training only in the event that the District does not provide training during that academic year or under other mutually agreed to circumstances, such as illness.

Section 7. A minimum of one course section of a Full-time Faculty Member’s workload shall be taught face-to-face each semester.

Section 8. Full-time Faculty Members who teach online or hybrid courses shall continue to be required to fulfill their office hours and committee assignments as set forth in the contract between the District and the Association.

Section 9. If the District selects a new course management system, the parties shall meet and negotiate within thirty (30) work days to determine if compensation for online teaching unit members is applicable for the work related to migration.

If the District selects a new course management systems training shall be provided.

Section 10. Notwithstanding any other language to the contrary, either party may re-open this Article annually.

ARTICLE XXVII: Full-time and Part-time Employee Grievance Procedures

Section 1. Purpose. It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of questions of contract interpretation and application arising during the course of this Agreement. Accordingly, it is the purpose of this grievance procedure to provide an orderly process to resolve contractual questions and/or resulting grievances in an expeditious, amicable and equitable manner.

Section 2. Definitions

A. A “grievance” is defined as a claim by a Faculty Member, or Faculty Members, or by the Association on behalf of one or more specifically identified Faculty Member(s) or by the Association on its own behalf, that the District has violated, misinterpreted or misapplied a specific provision of this Agreement. Like grievances involving like facts may be consolidated and handled as one grievance providing the parties mutually agree that they are indeed like grievances involving like facts; in such event, the final determination shall apply to all grievants.

B. A “grievant” is the person(s) or the Association alleging the violation, misinterpretation or misapplication of the Agreement. Upon request, the grievant(s) shall be entitled to representation by the Association at any or all steps of the grievance procedure. Where the grievant is not represented, the District shall not agree to final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter.

C. For the purpose of pursuing a grievance, a “day” is any day in which the grievant is required to render service to the District.

D. A “supervisor” is any manager who has been charged with the responsibility of interpreting the Agreement and given authority to adjust grievances.

Section 3. Preliminary level. Before filing a grievance, a grievant shall attempt to resolve the complaint with the administrator who has made the decision.

Section 4. Grievances shall be processed in accordance with the following procedures:

Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the administrator who has made the decision leading to the alleged grievance or designee within thirty (30) days after the date of the alleged violation, misinterpretation or misapplication of the Agreement giving rise to the grievance. The grievant shall clearly and concisely state the facts surrounding the grievance and shall specify the provision(s) of this Agreement alleged to have been violated, misinterpreted or misapplied and the remedy sought. The grievance shall confirm that the matter had been discussed at the preliminary level. The grievance shall be signed and dated by the grievant. The administrator (or

designee) who has made the decision leading to the alleged grievance shall conduct an investigation into the allegations and shall provide the grievant with a written decision within twenty (20) days after receiving the grievance. Within the period from the filing of the grievance until the written decision, either the grievant and his/her designated representative or the administrator (or designee) who has made the decision leading to the alleged grievance may request a conference to discuss the grievance. If the administrator who has made the decision leading to the alleged grievance is the Chief Human Resources Officer the grievance process shall begin at Level II.

Level II: If the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) days after receipt of the decision, appeal the decision to the Chief Human Resources Officer (or designee). If the grievance process begins at Level II the Chief Human Resources Officer shall have twenty (20) days to investigate as outlined in Level I. The appeal shall be in writing and shall include the original grievance and all decisions and shall state the basis for the appeal.

Within either the ten (10) days or the twenty (20) days specified in the preceding paragraph, the Chief Human Resources Officer (or designee) shall hold a conference with the grievant, the administrator who has made the decision leading to the alleged grievance and such representative as the grievant may appoint. Within ten (10) days of the conference, the Chief Human Resources Officer (or designee) shall provide the grievant and the Association a written decision.

Optional Level III: If either party is not satisfied with the decision at Level II the District, or the Association on behalf of the grievant, may request that the grievance be submitted to mediation prior to proceeding to Level IV of the grievance procedure. Upon receipt of the request to submit the grievance to mediation, the District will contact the California State Mediation & Conciliation Service (SMCS) and request that a mediator be appointed. Selection of the mediator shall be by mutual agreement between the Association and the District. If there is no mutual agreement the parties shall have SMCS assign a mediator. The mediator shall attempt to assist the parties in resolving the grievance and shall have no power to render a decision or recommendation on the grievance in the absence of a mutually agreeable resolution. No statements made during the mediation process shall be admissible in any future administrative or judicial proceeding. If the mediation level does not satisfactorily resolve the grievance, either the grievant or the District may appeal the grievance to Level IV within ten (10) days following the last mediation session.

Level IV: If either party is not satisfied with the decision at either Level II or the operational Level III, the District or the Association may demand final and binding arbitration before a mutually selected labor arbitrator. Either the District or the Association may, within the ten (10) days after receipt of the decision at either Level II or Level III, request the California State Mediation and Conciliation Service to submit a list of seven (7) arbitrators who have had experience in either K12 or Higher Education. The parties shall, within seven (7) days of receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. The Association shall strike first. Such person shall then become the arbitrator. The Association shall notify SMCS and the arbitrator of the selection and shall copy the District on all communications between SMCS and the Arbitrator. The arbitrator so selected shall schedule and convene a closed hearing as expeditiously as possible at a time and place convenient to the parties. The arbitrator shall be bound by the following limitations:

- A. The arbitrator's jurisdiction shall be limited solely to the violation, misinterpretation or misapplication of the collective bargaining agreement.

- B. The arbitrator shall neither add to, detract from, nor modify the language of the collective bargaining Agreement in considering the issues properly before they/them.
- C. The arbitrator shall expressly confine his/her consideration to only those precise issues submitted and shall have no authority to consider any other issue not so submitted unless mutually agreed upon by the parties. In the event the parties are unable to agree upon a statement of the issues, they shall each submit a proposed written statement of the issue to the Arbitrator who shall then have the authority to state the issue or issues subject to the provisions of this agreement.
- D. The arbitrator shall not have the authority to award monetary relief in excess of \$50,000 except in cases regarding lost compensation of unit members.
- E. The arbitrator shall not have the power to confer punitive damages, attorney's fees or any other additional remedy of whatever type or amount.
- F. The arbitrator shall have no authority to direct the District in its exercise of managerial prerogatives. However, the terms and conditions of the Agreement shall be binding upon both the District and the Association.
- G. Grievances involving disciplinary appeals shall be governed in accordance with the procedures and standards of the applicable provisions of the Education Code and shall not be subject to the grievance and arbitration procedure, unless otherwise expressly provided for in this Agreement.
- H. If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator at the hearing prior to the parties presenting their cases.
- I. Court confirmation of the award shall not necessarily be a condition precedent to complying with the award.

Section 5. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. Review or confirmation of the arbitrator's decision, if made, shall be in accord with the terms of California Code of Civil Procedure Section 1285, et seq. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other costs except for released-time for the grievant(s), Association representatives(s) and witnesses, will be borne by the party incurring them. If the parties jointly request a transcript, they shall equally bear the cost thereof; otherwise the party requesting a transcript shall pay for it.

Section 6. The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next step of the grievance procedure.

Section 7. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right. Time off from duties for the processing of grievances hereunder, subject to the following conditions:

- A. Whenever possible, At least twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor.

Section 8. No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any faculty member, the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE XXVIII: Health and Welfare Benefits

Section 1. The District shall provide medical, dental, and vision insurance for Full-time Faculty Members.

After the monthly premiums reach:

Single:	\$820.00 per month
2 Party:	\$1,320.00 per month
Family:	\$1,770.00 per month

For employees electing the HMO medical, the employee shall contribute the difference up to:

Single:	\$75.00 per month
2 Party:	\$150.00 per month
Family:	\$200.00 per month

The monthly premiums above are based on 12 calendar months. Faculty members who are paid on a 10 or 11-month schedule will have the total cost prorated over their 10 or 11 pay warrants.

In the event the District offers a Bronze Plan, all Part-time faculty will be eligible to opt into the Bronze Plan at their cost. Enrollment in the Bronze Plan will be available within 30 days of hire and during open enrollment.

Section 2. The Association shall have the right to appoint two Full-time or Part-time members to the District's Health and Welfare Benefits Committee. The Committee shall convene under the HR Manager no later than six (6) weeks after the fall semester begins to research benefits and carrier options and alternatives.

Section 3. The District shall fully contribute the premium for a \$20,000 life insurance policy, subject to reduction beginning at age 65 pursuant to the District's life insurance policy, for Full-time Faculty members (includes Accidental Death and Dismemberment).

Section 4. The District shall pay the district portion of enrollment costs and fees for Full-Time and Part-Time Faculty Members to take community education courses at CMCD during any semester in which the Faculty Member is working and the semester immediately following. Ed2Go courses are exempt from this section.

ARTICLE XXIX: Full-time Employee Retirement Benefits

The District will offer enrollment in its medical, dental and vision plans to Faculty Members retiring on or after the effective date of this Agreement on the following basis:

- A. Faculty Members who have served as Full-time District employees for at least ten (10) years immediately preceding retirement from the District and who retire between the ages of 61 and 65 the District shall pay for such benefits until the retiree reaches age 65 or is eligible for Medicare, whichever comes first; coverage shall include the Faculty

Member's eligible dependents; District contributions shall be at the same rate it pays for its active Faculty Members. Upon reaching age 65, or Medicare eligibility, the retiree may continue benefits at his/her own expense. If a retired Faculty Member's dependent reaches age 65 or becomes eligible for Medicare, the dependent will be placed on Medicare.

- B.** Eligibility is based upon retirement through STRS or the PERS retirement program.
- C.** Service eligibility for employees employed as of July 1, 1999, shall include immediate prior service with Desert Community College District.
- D.** The surviving spouse of a Faculty Member receiving benefits under the above provisions may purchase the medical, dental and vision coverage offered to active employees at the individual's expense; provided he or she was an eligible and covered dependent at the time of the spouse's death.
- E.** Faculty Members who retire on or after the effective date of this Agreement but who are not eligible for District paid benefits, may purchase continued coverage under the District's medical, dental and vision plans at their own expense.
- F.** If insurance premium costs become excessive, the District may, subject to availability, offer retirees an alternative plan with modified benefits; in such event retirees will still retain the option to participate in the active employee plan or enroll in the modified plan.
- G.** A retired academic employee or surviving spouse may enroll in the District's health and welfare benefit plans only once pursuant to this Article. A retired academic employee or surviving spouse who voluntarily terminates coverage under this policy may be excluded from obtaining coverage again.
- H.** The surviving spouse of an academic employee who retires on or after the effective date of this agreement, but was not eligible for district paid benefits, or the surviving spouse of an academic employee who dies while still employed, may enroll in the district sponsored medical, dental and health vision plans at his/her own expense provided the spouse was a covered eligible dependent at the time of the academic employee's retirement or death.

ARTICLE XXX: Professional Growth / Professional Development

- Section 1.** A professional growth account shall be funded to encourage faculty members to increase skills and knowledge for the District and its students; an amount not to exceed \$14,000 shall be set aside each fiscal year for payments to qualified Faculty Members (as defined in section 4 below) for reimbursement under provisions of this Article. This fund shall be used for both educational expenses and professional conference attendance.
- Section 2.** A maximum of \$800 per year shall be granted to eligible, qualified employees to be used for reimbursement for verified costs of tuition, fees, books, and supplies for approved credited courses from a recognized education vendor.
- Section 3.** A maximum of \$1,600 per year shall be granted to eligible, qualified Faculty Members for professional conference/seminar attendance.
- Section 4.** To be eligible and qualify for reimbursement of educational expenses, a Faculty Member must have worked for the district for a minimum of two years. Part-time Faculty equivalence for two

years is four semesters. Professional conference attendance shall be permitted at any time during employment with the District.

Section 5. Educational Expenses

A. Requirements for Reimbursement

1. Reimbursement shall be for verified costs of tuition, fees, books, and supplies for approved credited courses from a recognized education vendor.
2. Receive prior approval of the Professional Growth Committee for planned courses or workshops from a recognized education vendor.
3. Enroll in (a) class(es) which is a part of the approved plan.
4. Submit a transcript from the institution attended evidencing completion of the class(es) with a grade of "C" or better, or the equivalent.
5. Submit documented proof of expenses related to the completed class(es) to the Human Resources Offices for reimbursement.

B. The Faculty Member cannot use the courses paid by the professional growth fund for salary advancement.

C. The Faculty Member must take courses outside of his/her work schedule.

D. There shall be no limit to the number of units which a Faculty Member may take during a given semester or years as long as they fit within the above guidelines.

Section 6. Professional conference attendance (Effective July 1, 2016)

A. Withdrawal of the funds requires that the conference related to the District's mission, student learning outcomes, Faculty Member's department of the Faculty Member's current position.

B. The Faculty Member must complete an application form prior to the professional conference.

C. If approved by the supervising administrator or designee, the Faculty Member will submit the form to the Professional Growth Committee for approval or denial. The Professional Growth committee may ask for additional information prior to approval.

D. If approved, the Faculty Member is responsible for completing all necessary paperwork for conference attendance.

E. Those attending a conference may be asked to present on the conference topic or information to the campus community, within constituency groups, within a department, or to another group.

F. If the Faculty Member cannot attend a previously approved conference, the Faculty Member shall notify the District as soon as possible.

Section 7. A professional Growth Committee shall be appointed consisting of three (3) faculty members appointed by CMCFA, and two (2) supervisors appointed by the District.

Section 8. Annually the District and Association shall meet and negotiate if necessary in connection with determining whether then current District finances enable full funding of the cap in Section 1.

ARTICLE XXXI: Part-Time Faculty Member Reemployment Process

Section 1. To facilitate the Part-time Faculty member reemployment process, the following processes will apply:

- A.** District shall maintain a seniority list of Part-time Faculty members based on the start date of the first semester/term of employment with the District for teaching faculty. For non-teaching faculty the start date shall be the first day of employment. The seniority list will include the discipline where the Part-time Faculty Member is employed. If there are two Faculty members who have the same seniority date, seniority order will be determined by the random drawing of numbers. Part-time faculty members who have been named as instructor of record shall be afforded priority scheduling after three (3) semesters, and two (2) positive evaluations. Part-time faculty hired before the ratification of this Agreement shall not be subject to three (3) semesters and two (2) positive evaluations.
- B.** Part-time Faculty members will maintain their original seniority date until there is a break in service of two academic semesters due to reasons in control of the Part-time Faculty Member. Circumstances which would not disrupt the seniority date include, but are not limited to, being bumped by a Full-time Faculty Member or class cancellation due to low enrollment.
- C.** Full-time Faculty members who are in good standing when they retire from the District, or lose their categorical or grant position due to lack of funding, and are subsequently re-employed as Part-time Faculty members shall retain their original seniority date of hire.
- D.** Part-time Faculty members shall be evaluated in accordance with the Collective Bargaining Agreement. The lack of an evaluation that is due to the District not performing the evaluation is the equivalent of a positive evaluation.
- E.** The lack of an evaluation due to Part-time faculty non-participation in the process is the equivalent of an unsatisfactory evaluation.

Section 2. Prior to assigning classes or hours to Part-time Faculty members for the upcoming semester and/or academic year, the District shall request Part-time Faculty members to submit their availability.

Part-time Faculty members will have 14 calendar days to submit their availability.

If the Part-time Faculty member does not submit his/her availability prior to the deadline, the District is not required to consider these Faculty members for the class/work schedule being planned.

The District will request availability from all part-time faculty each semester who have not been terminated from District employment.

The District will retain the right to assign courses that are vacated by previously assigned faculty or courses that remain unstaffed after going through the staffing process within 14 business days of the semester start date.

Section 3. Part-time Faculty members will be assigned classes/hours within their submitted availability using the following criteria in order:

- A. Positive prior evaluation
- B. Seniority date based on the criteria in Section 1 A.
- C. Courses/Program areas of experience as verified by Minimum Qualifications
- D. Availability

Class Assignments: Part-time Faculty Members shall be assigned classes from their availability list based on the criteria above (A-D). Once each Part-time Faculty Member in the discipline has been assigned one class, if there are still classes remaining a second class will be assigned beginning with choices from the most senior Part-time Faculty Member in the discipline. This process shall continue until all classes have been assigned.

Hourly Assignments: Hourly Part-time Faculty day/time blocks will be assigned based on the criteria above (A-D). For part-time counselors, day/time blocks shall consist of a weekly schedule with a specific counseling program duty – e.g. weekly set of hours counseling in EOPS; weekly set of hours counseling in ACCESS. For part-time librarians, day/time blocks shall consist of a continuous block of hours on a specific day of the week – e.g. 4:30 p.m. – 8:30 p.m. on Mondays and 9:00 a.m. – 2:00 p.m. on Mondays – these would be two separate time blocks.

Independent Study and General Work Experience courses can be assigned at the discretion of the Dean, and Independent Study courses can be assigned at the discretion of the Vice President.

Section 4. Dual enrollment classes taught during the regularly scheduled school day at a local K-12 campus will not be subject to the seniority process.

Section 5. Part-time Faculty members who have been afforded priority scheduling may be terminated by the District for either of the following:

- A. Any unsatisfactory scores or negative overall evaluation for either the Evaluation Summary or Professional Qualities, including those with a positive assistance plan.
- B. Actions enumerated in Education code 87732(a-g) with due process afforded via the grievance procedure.

ARTICLE XXXII: Savings and Separability

In the event any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement will continue and remain in full force and effect.

In the event provisions are invalidated as described above, the parties shall, upon request, meet no later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

ARTICLE XXXIII: Complete Understanding

All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code sections 3540, et seq., in effect in the District prior to and at the time this Agreement is signed are null and void except to the extent they are expressly incorporated into this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, and traditions concerning the matters covered herein; the Agreement also supersedes any District or Board written rules or regulations covering the matters herein limited however to the extent such rules and/or regulations specifically contradict any of the contractual provisions. This Agreement shall not be interpreted or applied to provide Faculty Members with professional or other advantages heretofore enjoyed unless expressly stated herein.

During the course of the negotiations leading to this Agreement, both parties enjoyed the unfettered right to make proposals, counter-proposals, responses and to exchange information about the matters which are covered by this Agreement as well as matters which may have been excluded from this Agreement. Accordingly, except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and/or ratified this Agreement.

The Association's initial proposals have been submitted on a conceptual basis. Therefore, in order for the District effectively to respond to such proposals, meeting and negotiating should proceed for purposes of clarification and resolution. The District reserves the right to add to, delete from, alter or amend these initial proposals.

ARTICLE XXXIII: Terms of Agreement

This agreement is in effect from July 1, 2021 through June 30, 2024 and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided herein.

There are no reopeners for 2021-2022.

Reopeners for 2022-2023 are Health and Welfare and one additional article and one additional item per party, excluding Salary.

Reopeners for 2023-2024 are Salary, Health and Welfare, and one additional article and one additional item per party.

This agreement was approved by the Board of Trustees at their regularly scheduled meeting of November 18, 2021.

AGREED:

CMCFA REPRESENTATIVES:

CMCCD REPRESENTATIVES:

Jeff Haig
President

Bonnie Bilger
Chief Human Resources Officer

Krystal Avila
Negotiating Team

Meredith Plummer
Chief Business Officer

Marissa Salomon
Negotiating Team

Linda Thomas
Dean of Arts and Sciences

APPENDICES

- A. EVALUATION FORMS**
- B. GRIEVANCE FORM**
- C. SALARY ADVANCEMENT FORM**
- D. SABBATICAL LEAVE PROCESS AND FORMS**
- E. SALARY SCHEDULES**

APPENDIX A

- 1. CLASSROOM OBSERVATION FORM**
- 2. STUDENT EVALUATION FORM**
- 3. ONLINE OBSERVATION FORM**
- 4. STUDENT ONLINE EVALUATION FORM**
- 5. LIBRARIAN EVALUATION FORM**
- 6. COUNSELOR EVALUATION FORM**
- 7. SSC COORDINATOR EVALUATION FORM**
- 8. EVALUATION SUMMARY REPORT – COORDINATORS, COUNSELORS, LIBRARIANS
EVALUATION SUMMARY REPORT – TEACHING FACULTY**

COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

**Appendix B - FACULTY GRIEVANCE FORM
CMCFA Agreement, Article XXVII**

Employee Name _____ Department _____
 Immediate Supervisor/Designee _____ Date of Incident _____
 Date of Preliminary Discussion _____ Date of preliminary Response _____
 State the Contract Articles and Sections alleged to have been violated _____

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. (*Attach second sheet if necessary*).

State full relief/remedy/action you believe is required to resolve your grievance.

Employee Representative (if any) _____

Employee's Signature _____ Date _____

I. Level I, Supervising Administrator:	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:
II. Level II, Chief Human Resources Officer	Date of Receipt: Date of Conference: Date of Response: Grievance Resolved: Grievance Denied:
III. Level III, Mediation (Optional)	Date of Mediation: Mediation Results:
IV. Level IV, Arbitration	Date of Receipt: Date of Hearing: Date of Decision:

**CMCCD ACADEMIC NOTICE OF INTENT TO ADVANCE
SALARY ADVANCEMENT APPLICATION**

Name:

Discipline:

The following courses have been completed in accordance with my approved Study Plan.

Course Title	Course Number	Institution	Units
TOTAL NUMBER OF UNITS COMPLETED			

Signature

Date

This form must be submitted to the Human Resources Office no later than May 1 of the academic year immediately preceding the fiscal year the salary advance is to take place. Transcripts in a sealed envelope are due in Human Resources by Oct 1 to be effective on the first payday of the Fall Semester.

APPENDIX D - SABBATICAL LEAVE APPLICATION

Copper Mountain Community College District
Sabbatical Leave Application

Name _____ Date _____

Sabbatical leave period requested:

Number of semesters (1 or 2): _____ Alternating _____

If one semester: Spring _____ Fall _____

Beginning date: _____ Ending date: _____

Type of sabbatical program – check all that are applicable:

_____ Professional Study

_____ Project / Creative Work

_____ Travel

_____ Research (Applied and/or Academic)

Date of full-time employment at CMCCD: _____

Have you had previous sabbaticals? _____ If “yes,” give time period(s) and activity(ies)

GENERAL SUMMARY OF SABBATICAL PROGRAM

(Give a 100-word maximum statement)

Sabbatical Leave Application

Name _____

PROPOSED SABBATICAL – INCLUDING OBJECTIVES AND EVIDENCE OF COMPLETION

Describe the sabbatical, including specific objectives and the evidence that will accompany your report, which indicates that you have met each objective. Be sure the kind and scope of your sabbatical activities are clearly delineated. As you develop your proposal, keep in mind that the product of your approved sabbatical leave program will be subject to review by the sabbatical Leave Committee at the time of making your final report.

If granted sabbatical leave, I hereby agree to abide by the terms of the regulations governing sabbatical leave. I understand that my violation of the terms of the regulations governing sabbatical leaves could result in any one or a combination of the following actions:

- An immediate revocation of the sabbatical leave and/or a leave of absence without pay during all or some of the time previously requested for purpose of sabbatical leave.
- Responsibility for restitution to the District for funds received for the sabbatical leave.
- Loss of step advancement on the salary schedule for the year in which the sabbatical was taken.

It is understood that action to implement any of these would require consideration by the Sabbatical Leave Committee, the Academic Senate, the Superintendent/President and approval by the Board of Trustees and would be implemented by the Superintendent/President of the College or his or her designee.

I hereby further agree to remain in the service of Copper Mountain Community College District for at least two (2) years after a one-year sabbatical. In the case of a one (1) semester sabbatical, I agree to remain in the service of Copper Mountain Community College District for at least one (1) year. If I am responsible for terminating my connection with the District prior to the time designated above, I agree to refund to the District within three (3) months the amount paid during this period of sabbatical leave, provided however, that in case of a permanent disability due to ill health or accident, or death, neither I nor my heirs shall be obligated to refund any part of the amount paid me as salary while on sabbatical leave.

Signature of Applicant

Date

Action of Sabbatical Leave Committee

Date

Action of Academic Senate

Date

Action of Supervising Administrator

Date

Action of Superintendent/President

Date

Action of Board of Trustees

Date

Appendix E

**CERTIFICATED
ADJUNCT HOURLY**

Effective July 1, 2021, the part-time salary schedule is:

	<u>BA</u>	<u>MA</u>	<u>PhD</u>
Lecture	\$53.47	\$55.66	\$57.94
Lab	\$43.70	\$44.85	\$46.67

Effective July 1, 2022, the part-time salary schedule is:

	<u>BA</u>	<u>MA</u>	<u>PhD</u>
Lecture	\$54.41	\$56.63	\$58.95
Lab	\$43.83	\$45.62	\$47.49