



The Great GASB Alternative

Comprehensive GASB Retiree Health and Welfare Benefit Compliance Program

Comprehensive Compliance Plan
Volume II
Other Post-Employments Benefits

Presented to:
Coast Community College District
2020-2021

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THE SUBSTANTIVE PLAN

Volume III

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AGREEMENT

BETWEEN



AND

COAST FEDERATION OF EDUCATORS AMERICAN
FEDERATION OF TEACHERS LOCAL 1911



A Union of Professionals

July 1, 2018 – June 30, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of June, 2018, by and between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the COAST FEDERATION OF EDUCATORS/AMERICAN FEDERATION OF TEACHERS, LOCAL 1911, hereinafter referred to as the "Federation":

WITNESSETH:

ARTICLE I. RECOGNITION.

Section 1.1. Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 25, 1979, in case number LA-R-794, the District recognizes the Federation as the exclusive representative of "Faculty Members" as defined in Section 2.10.

Section 1.2. Any dispute between the Federation and the District, as to whether any new or revised position 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 its decision.

ARTICLE II. DEFINITIONS.

Section 2.1. "Administrator" shall mean a Management and/or Supervisory employee of the District.

Section 2.2. "Bargaining Unit" shall mean all Faculty Members covered by this Agreement.

Section 2.3. "Board" shall mean the Board of Trustees of the Coast Community College District.

Section 2.4. "Categorical Faculty Member" shall mean a faculty member without tenure, nor on tenure track, employed in a program supported by special ("soft") funding.

Section 2.5. "Chancellor" shall mean the Chancellor of the Coast Community College District.

Section 2.6. "Chief Instructional Officer" shall mean the Vice President of Instruction at Orange Coast College, the Vice President of Instruction at Coastline Community College and the Vice President of Instruction at Golden West College. In the event of reorganization at any institution, the Federation and the District agree to meet to designate the Chief Instructional Officer under this Section.

Section 2.7. "College" shall mean Orange Coast College, Golden West College and Coastline Community College, together or separately.

Section 2.8. "Contract Faculty Member" shall mean a full-time Faculty Member without tenure who is employed full time and has not yet attained permanent status with the District.

Section 2.9. "Discipline" shall mean an area of expertise in which a faculty member is qualified to teach according to the Disciplines List adopted by the Board of Governors of the California Community Colleges.

Section 2.10. "District" shall mean the Coast Community College District.

Section 2.11. "Division Administrator" shall mean the member of the management staff who directly supervises the faculty within an instructional unit(s).

Section 2.12. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 2.13. "Faculty Members" shall mean all certificated and academic employees of the District, except all management, supervisory, and confidential employees; all other employees who hold

positions not requiring certification or academic appointment; and all certificated and academic employees employed for less than fifty percent (50%) of a full-time load as defined in Article XI, Hours of Service.

Section 2.14. "Federation" shall mean the Coast Federation of Educators/American Federation of Teachers, Local 1911, AFL-CIO.

Section 2.15. "Instructional Unit" shall mean an organization unit of each college for instructional and/or other educational purposes.

Section 2.16. "Instructor" shall mean a Faculty Member who is assigned as a teacher.

Section 2.17. "Part-time Faculty Member" shall mean, in this agreement, a faculty member without tenure, nor on tenure track, whose assignment is 50% through 67% of a full load.

Section 2.18. "Parties" shall mean the District and the Federation.

Section 2.19. "Permanent Faculty Member" shall mean a Faculty Member who has attained permanent status with the District. (The same as Regular Faculty Member)

Section 2.20. "President" shall mean the President of Orange Coast College, Golden West College or Coastline Community College.

Section 2.21. "Probationary Faculty Member" shall mean a full-time Faculty Member without tenure who is employed full time and has not yet attained permanent status with the District. (The same as Contract Faculty Member)

Section 2.22. "Regular Faculty Member" shall mean a Faculty Member who has attained permanent status with the District.

Section 2.23. "Temporary Faculty Member" shall mean a Faculty Member so defined by the Education Code and so designated by the District.

Section 2.24. "Registered Domestic Partner" shall mean registered with the California Secretary of State.

ARTICLE III. ACADEMIC CALENDAR.

Section 3.1. Calendar and Work Year

Section 3.1.a. The academic work year shall not exceed one hundred seventy-five (175) contract days. In the event any day or days are "lost" due to uncontrollable circumstances, the District may add an unscheduled day or days to the calendar, if necessary to comply with State requirements.

Section 3.1.b. Standing Shared Governance committees and committees that directly affect faculty must be held on duty days or the faculty must be compensated for off-duty attendance (See Appendix A-5, E. 2. Miscellaneous Non-Instructional Rate). The Federation and the District will mutually agree on which meetings may need to be held on non-duty days, create a list of such committees, and negotiate addendums to the list. Meetings on non-duty days are not mandatory. Committees meeting on non-duty days are responsible for determining the notice requirements for such meetings.

Section 3.2. Holidays

Section 3.2.a. The District shall observe the twelve (12) holidays set forth below:

New Year's Day

Labor Day

Lincoln's Birthday	Martin Luther King Day
Washington's Birthday	Veterans' Day
Spring Recess Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Section 3.2.b. The District for any year may designate another day or days as holidays. The Federation reserves the right to negotiate the effects of any additional holidays.

Section 3.2.c. When a holiday herein falls on a Sunday, the following Monday shall be observed as a holiday; similarly, when a holiday herein falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3.2.d. The school calendar shall include a winter and spring recess.

Section 3.3. Calendar Committee

Section 3.3.a. During the spring semester of each year, the Vice Chancellor of Human Resources and the Federation shall negotiate the academic calendar. The District may solicit input from other constituencies, which will be shared with the Federation, but the negotiation of the academic calendar remains between the Federation and the District.

Section 3.3.b. The calendar for an academic year and the following summer session will be negotiated two years before implementation. The time period identified in the adopted calendars between summer session and fall or spring semesters may be modified based on feeder school calendars and other factors impacting enrollments. Faculty shall receive a minimum of six (6) months' notice of such a change, and reserve the right in the event of a change to decline the summer assignments without penalty including but not limited to retaining their previous position on the overload equity wheel. All changes to the academic calendar are subject to negotiations between the District and the Federation, including but not limited to changes suggested by curricular changes in individual instructional programs.

ARTICLE IV. RIGHTS OF THE DISTRICT.

Section 4.1. Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

Section 4.1.a. The right to determine its organizational structure and to delegate its rights and responsibilities to the Chancellor, to the Presidents, and to such other officials, persons, institutes, divisions, departments and committees it shall from time to time determine;

Section 4.1.b. The right to determine its financial structure including all decisions and conditions relating to all sources of District income; all investment policies and practices; and all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

Section 4.1.c. The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;

Section 4.1.d. The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be

performed, including educational support, educational aids and devices, structural maintenance and repair services;

Section 4.1.e. The right to determine the utilization of personnel, including the determination of the number of Faculty Member positions, the addition or elimination of Faculty Member positions and the selection and utilization of personnel not covered by this Agreement, the determination of the use of certificated management and supervisory personnel, the selection of Faculty Members, the determination of the assignment or reassignment of certificated management and supervisory employees of the District;

Section 4.1.f. The right to establish educational policies, goals and objectives (except as provided in Section 5.12.a. Based on the District's mission and the right to determine all matters related to student personnel services;

Section 4.1.g. The right to determine the assignment of Faculty Members to work schedules, functions and activities and the right to determine assignment of Faculty Members to courses to be taught, laboratories and other facilities and equipment, and offices, subject to conditions set forth in Article XII;

Section 4.1.h. The right to adopt reasonable rules and regulations, including rules and regulations for Faculty Members and rules and regulations related to safety and security matters;

Section 4.1.i. The right to determine the requirements for and to manage and control all District facilities, including cafeterias or food service centers and the bookstore.

Section 4.2. The exercise of the Rights under this Article are not subject to the grievance procedure of this Agreement.

Section 4.3. If the District does not exercise any of the rights set forth in Section 4.1., it shall not be precluded from exercising such right at a later time.

ARTICLE V. RIGHTS OF THE FEDERATION.

Section 5.1. Dues Deduction.

Section 5.1.a. Upon receiving written authorization from the Federation, the District shall deduct from the Faculty Member's pay, without charge, the dues and Agency Fee of those Faculty who are members in the AFT bargaining unit. Any changes in dues or Agency Fee received by the Office of Human Resources as of the first of any month will be reflected on the paycheck for the following month.

Section 5.1.b. In accordance with Agency Fee law, the total amount of dues and Agency Fees deducted, together with a list of Faculty Members from whose pay the dues and Agency Fees were deducted, shall be forwarded by the District to the Federation office on a monthly basis. Faculty Members may have additional deductions including Tax Shelter Annuities (TSA), COPE membership, legal defense and insurance programs. Faculty Members may, in writing, revoke deduction or TSA, COPE membership, legal defense and insurance programs.

Section 5.1.c. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least forty-five (45) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

Section 5.1.d. The Federation agrees to reimburse the District for any dues withheld and paid to the Federation by mistake. If the District fails to deduct the dues or Agency Fees of a Faculty Member, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months

dues.

Section 5.1.e. The District shall make every effort to provide the Federation with accurate lists of faculty within the CFE/AFT bargaining unit.

Section 5.2. Meeting Rooms. The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor shall interrupt, normal District operations and that arrangement for such use be made in accordance with College procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, technical or custodial services directly attributable to the use of the meeting room.

Section 5.3. Federation Representatives. Duly authorized representatives of the Federation who are not Faculty Members may transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District. The District agrees to make available to the Federation five (5) parking permits for use by duly authorized representatives.

Section 5.4. Bulletin Boards. The Federation may have the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth above will be identified as Coast Federation of Educators/American Federation of Teachers, Local 1911. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

Section 5.5. District Mailboxes. The Federation shall have the right to use faculty mailboxes for communication with Faculty Members. Any mail placed in faculty mailboxes by the Federation shall clearly indicate the Federation as the source of the information. The Federation will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Federation communication which is placed in faculty mailboxes.

Section 5.6. Access. Federation officials, including department representatives, shall have free access to all campuses and all Faculty Members, provided such activity does not interfere with the educational process or the assigned duties of Faculty Members. The Federation shall have access to non-confidential data. The Federation shall be provided access to the Coast Community College District network.

Section 5.7. Copies of this Agreement. The District will bear the cost of reproducing sufficient copies of this Agreement. The District will arrange to have this Agreement reproduced and will provide each bargaining unit employee with one (1) copy of this Agreement and will, additionally, provide each new bargaining unit employee, subsequent to the effective date of this Agreement, one (1) copy of this Agreement.

Section 5.8. Board Minutes and Agenda. The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature. Copies of the minutes, agenda and supporting documents shall be delivered to the office as designated by the Federation, at the same time and in the same form as those furnished to the Board of Trustees.

Section 5.9. New Employee Information.

5.9.a. "Newly hired employee" or "new hire" means any faculty member hired by the District into the bargaining unit represented by CFE subsequent to the prior new employee orientation. It includes all employees who are currently employed by the District in positions outside of the bargaining unit or were previously employed by the District and who have been newly hired into a bargaining unit position represented by CFE.

5.9.b. The District shall provide CFE with contact information on new hires within 30 days from the

date of hire of a newly hired employee. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g., Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary Work Location (Bargaining unit employees whose home college is Coastline Community College will be identified on the list in accordance with the area office to which they are assigned for the greater percentage of their contract);
- viii. Annual Salary;
- ix. Work Telephone Number;
- x. Work Extension;
- xi. Home Street Address (incl. apartment #);
- xii. City
- xiii. State
- xiv. Zip Code (5 or 9 digits);
- xv. Home Telephone Number (10 digits);
- xvi. Employee Cellular Telephone Number (10 digits) on File with the District;
- xvii. Email Address of the Employee on File with the District;
- xviii. Employee ID;
- xix. Hire Date

This information shall be provided to CFE regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee).

In addition, the District shall provide to the Federation by the fifth week of each semester, lists of all faculty with active assignments, by tops code, both District-wide and sorted by college

Alternatively, the District may meet its obligation under section 3558 by providing CFE with the ability to run a report at its discretion that provides the above information.

5.9.c. In accordance with Government Code section 3558, the District shall provide CFE with a list of the same information and in the same manner as in Section 5.9.2 above for all bargaining unit members on the last working day of August, December, and April.

Alternatively, the District may meet its obligation under section 3558 by providing CFE with the ability to run a report at its discretion that provides the above information.

5.9.d. Any alleged violation, misinterpretation, or misapplication of the terms of this Section 5.9 shall be subject to the grievance and arbitration provisions of this Agreement, except that only CFE has the ability to grieve this agreement.

Section 5.10. Policy Manual. The District shall provide the Federation with a copy of the Board Policies and Administrative Procedures and shall supplement with copies of any additions, deletions or amendments as soon after adoption as possible.

Section 5.11. Documents. Upon written request of the Federation, the District shall provide the Federation with copies of any documents, identified with reasonable specificity, which are a matter of public record provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials; however, the District will provide a copy of any such document free of charge if an extra copy is available.

Section 5.12. Governance. The District and the Federation encourage and favor periodic meetings

between the District and the Federation representatives to discuss mutual problems not concerned with specific grievances but with the overall relationship between the parties to this Agreement. Such meetings shall be arranged at the mutual convenience of the District and Federation representatives concerned.

Section 5.12.a. Educational Objectives Consultations. Upon the request of either party, the District and the Federation agree to meet and consult on the definition of educational objectives and other matters that would facilitate the implementation of this Agreement. Except by mutual agreement, the parties shall be limited to two (2) participants per meeting.

Section 5.12.b. District and Federation Relations. The Vice Chancellor for Human Resources and the Federation President shall meet on a regular basis, no less than once each month, to discuss matters that are subject to collective bargaining and that will further the educational goals of the District. Both the Federation Members and the District Administration shall abide by the terms and conditions of this Agreement. The District shall continue to provide appropriate information including current prepared reports which may be necessary for the Federation to process any grievance or complaint.

Section 5.12.c. College and Federation Relations. The Federation shall designate a Federation Officer and alternate as a campus representative at each College and notify the College President in writing of such selection and replacement. The representative and the College President, or his/her designee, may meet regularly about matters of mutual concern and shall meet at the request of either party.

Section 5.13. Federation Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. These offices shall be the sole office space provided to CFE/AFT 1911. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit. The Federation shall pay for all telephone toll calls exceeding \$1,000 annually.

Section 5.14. Federation Leaves.

Section 5.14.a. During each school year, the District shall grant, upon written notice from the President of the Federation to the Vice Chancellor for Human Resources, a total of thirty (30) days of paid leave for Faculty Members, who are Federation officers and/or Federation committee members, for attending Federation conventions, meetings, seminars, etc.

Section 5.14.b. Upon request of the Federation, at least sixty (60) days in advance of any semester, the District shall grant one and three quarters (1.75) F.T.E paid leave to Faculty Member(s) for a one (1) semester or two (2) semester leave for the Faculty Member(s) to pursue Federation business related to or arising out of the terms and conditions of this Agreement and the concerns of the Federation and District. Such leave may be renewed.

Section 5.15. Organization Activities. Neither the District nor the Federation shall discriminate in any way against any Faculty Member because of participation or lack of participation in Federation activities, or for filing or processing any grievance, or for failing to file or process any grievance.

Section 5.16. Contract Education

Section 5.16.a. Independent contractors will not be given priority over faculty members in contract education assignments. Each year the District will survey full-time faculty to determine interest in Contract Education assignments. A reasonable effort will be made to find qualified faculty members before an outside contractor is employed.

Section 5.16.b. The overload rate of pay shall be paid as provided in Article XIII.

Section 5.17. Committee Appointments. The Federation shall appoint one representative to the College/District Planning and Budget Committees, Environmental Health, Safety and Disaster Preparedness Committee, District Enrollment Management Task Force, District Wellness Committee, High Technology Committees, and International Education Committee. The Federation shall appoint one representative to College/District Search Committees for the positions of District Chancellor, Vice Chancellors, and College Presidents.

Section 5.18. New Hires and Orientation Session.

5.18.1 "New Employee Orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or media, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

5.18.2 The District shall provide CFE mandatory access to its new employee orientation process. CFE shall receive not less than ten (10) days' notice in advance of any District or College new employee orientation meetings, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If held, the orientations shall be at a location to be determined by the District.

5.18.3 During new employee orientation, CFE shall be entitled to one thirty (30) minute period for CFE to meet with new hires, which shall be scheduled immediately before or after an orientation meeting set by the District. A CFE Labor Relations Representative may also attend the orientation session.

5.18.4 Any alleged violation, misinterpretation, or misapplication of the terms of this Section 5.18 shall be subject to the grievance and arbitration provisions of this Agreement, except that only CFE has the ability to grieve this agreement.

ARTICLE VI. ACADEMIC FREEDOM AND RESPONSIBILITY.

Section 6.1. Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will affirm the principles of academic freedom, with the understanding that

Section 6.1.a. Academic Freedom is essentially the right of faculty to express or discuss in their classrooms and throughout the District challenging ideas and topics related to courses they teach and their own academic, professional expertise. The primary responsibility is to achieve the objectives of the course outline of record. This does not preclude Faculty Members from using their professional judgment in discussing other topics with their students when aimed at enhancing student learning. The expression of this right is guided by a deep conviction of the worth and dignity of students and the advancement of their knowledge.

Section 6.1.b. Academic Freedom includes the right of faculty to create and to use instructional materials that may be thought-provoking or controversial and are relevant to the courses they teach to enhance student learning. These rights notwithstanding, Academic Freedom is to be practiced within the parameters of commonly recognized standards of teaching, professional conduct, and applicable policies and laws.

Section 6.1.c. Faculty Members recognize the special responsibilities placed upon them. These responsibilities include the obligation to exercise critical self-discipline and sound judgment in using, extending, and transmitting knowledge. In the conduct of their teaching and professional lives, faculty members demonstrate intellectual honesty and devotion to continual improvement of scholarly competence.

With the shared understanding of the rights and responsibilities, Academic Freedom will be promoted and protected.

Section 6.2. A Faculty Member's exercising of his/her right of academic freedom as delineated in this Section shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

Section 6.2.a. For the development and publication of instructional materials, as well as the interpretation of course content and adoption of innovative instructional methods compatible with the course outline of record and standards accepted within the academic community;

Section 6.2.b. For exercising freedom to examine or endorse unpopular or controversial ideas within their fields of professional expertise as appropriate to course content, discussions with students, or academic research or publication. In so doing, the Faculty Member shall attempt to be accurate, fair, objective, and show respect for diverse opinions;

Section 6.2.c. For using or recommending, within the parameters of a. above, instructional materials which may challenge prevailing social attitudes, or contain unpopular or controversial ideas;

Section 6.2.d. For presenting all points of view in teaching and discussing controversial ideas or content in their courses and for including library materials of broad and diverse interest, information and enlightenment without prejudice in regards to the race/ethnicity, gender, sexual orientation, nationality, social, political or religious views of the authors;

Section 6.2.e. For expressing in an appropriate forum the Faculty Member's viewpoint on matters of College and District policy.

Section 6.2.f. In collegial life, for example, for participation in the governance of their colleges, and engaging in the collegial expression of opinions in their department, college, and/or District meetings.

Section 6.3. Political activities on college campuses shall be governed by District policies and procedures which shall be in accordance with the requirements of applicable Federal and State law.

Section 6.4. The District shall respect the Faculty Member's right in public life to exercise freedom of speech, freedom of association, freedom of union activity, and freedom to express expert opinions in a public forum provided it is clear that the Faculty Member is not speaking or acting on behalf of the District.

ARTICLE VII. PERSONNEL FILES.

Section 7.1. There shall be only one official personnel file for each Faculty Member, which is maintained in the District Office of Human Resources. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

Section 7.2. The personnel file shall be kept in a locked file room in the Office of Human Resources. The contents of all personnel files shall be kept in the strictest confidence. All applicable Federal and California state laws governing the rights to privacy and confidentiality will be followed in maintaining the personnel files. When a Faculty Member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date and the purpose.

Section 7.3. Upon written request, the material in the file shall be made available for the inspection of

the Faculty Member to whom the file pertains, except ratings, reports or records which were obtained prior to the employment of the Faculty Member were prepared by identifiable examination committee members, or were obtained in connection with a promotional evaluation. A CFE faculty representative may, with written authorization by the Faculty Member, have access to the respective faculty file.

Section 7.4. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file or in any other file maintained in the District.

Section 7.5. Up to ten (10) official commendations from organizations acknowledging excellence in instruction or special service to the college, District, community or profession may be entered in the personnel file by the Faculty member or the District upon receipt by the Manager of Employee Records.

Section 7.6. Information of a derogatory nature, except that listed under Section 7.2 of this Article, will not be placed in the file until the Faculty Member has been provided with a copy of the derogatory information and a notice regarding the Faculty Member's right to respond in writing within a ten (10) working day period. This does not prevent a Faculty Member from submitting a response to derogatory information beyond this ten (10) day period. The response shall be attached to the derogatory information in the file.

Section 7.7. The Faculty Member shall have the right to comment in writing on any item in the Faculty Member's personnel file, except those listed under Section 7.3 of this Article. The written comments shall be attached to the appropriate materials in the Faculty Member's personnel file.

Section 7.8. The Faculty Member shall have the right to copies of materials within the file except as noted in Section 3 above. The actual cost of such duplication shall be paid by the Faculty Member. In the event of disciplinary action against the Faculty Member, such Faculty Member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the Faculty Member, except as noted in Section 7.3 above.

Section 7.9.

Section 7.9.a. After four (4) years, upon request of the faculty member, derogatory material placed in a Faculty Member's personnel file shall be placed in a separate sealed envelope which shall be removed from the personnel file and shall be placed in a separate locked filing cabinet located in the Human Resources Office. This four-year period will not preclude the Faculty Member and the Vice Chancellor of Human Resources, or designee, from mutually agreeing to remove any material in the personnel file prior to that four-year period and moving it to a separate, sealed envelope placed in a separate locked filing cabinet located in the District Human Resources Office.

The file envelope may be opened by the Vice Chancellor of Human Resources only in the following two instances:

- (1) The Faculty Member has first given written permission to open and view the file. The following procedures will apply: A sign-out sheet attached to the file envelope will note the time the file is checked out, who has checked it out, the Faculty Member's signature giving written permission to view the file, and the time that the file is replaced into the file envelope and resealed.
- (2) By court order. Photocopies of such material may only be made for the court order.

Section 7.10. Student grievance documentation shall not be placed in the concerned Faculty Member's personnel file unless disciplinary action is taken.

Section 7.11. Faculty Members shall be provided a copy of any personnel related documentation that the District sends to other State agencies relating specifically to discipline or evaluation of performance of the faculty member. The privacy rights of other individuals will be protected as required by law.

ARTICLE VIII. EVALUATION OF FACULTY MEMBERS.

Section 8.1. Purpose/Definitions.

Section 8.1.a. The purpose of this Article is to improve instruction, counseling and other educational services through the periodic evaluation of all Faculty Members -- TEMPORARY (employed only 2 out of 6 semesters), CATEGORICAL, PART-TIME (50% through 67%), CONTRACT (tenure track) and REGULAR (tenured).

Section 8.1.b. The key to effective evaluation is frequent and dynamic communication between all parties. Management, the evaluation team, and the evaluatee all are responsible for ensuring adequate communication occurs.

All evaluators have the obligation to be unbiased to the best of their ability, to rely on facts and first-hand observations, avoid hearsay, and to be accurate. All aspects of the evaluation process are confidential.

Section 8.2. Evaluation of TEMPORARY (2 out of 6 semesters) Faculty Members.

Section 8.2.a. Evaluation Frequency. Each temporary faculty member will be evaluated during the first semester of temporary employment, but no more than once in an academic year unless an improvement plan is recommended.

Section 8.2.b. Panel Selection. The Panel will be made up of the Division Administrator from the division of the faculty and two tenured faculty members. The Division Administrator will initiate formation of the panel. In the event the administrator in the division is not available the Vice President of Instruction or Student Services, as appropriate, will designate the educational administrator to serve in the Division Administrator's place.

- (1) Where the department chair is a tenured faculty member, he/she will serve on the committee. Where the department chair is not a tenured faculty member, the Academic Senate will appoint a tenured faculty member to fill this slot.
- (2) One tenured faculty member will be appointed by the Division Administrator. In the event the Temporary faculty member is evaluated a second time, the same team members shall serve. Should vacancies occur, the vacant seat must be replaced, and the replacement shall follow the initial procedures for the selection of the vacant seat. Wherever possible, the Panel membership will reflect diversity with respect to ethnicity and gender.
- (3) The Division Administrator shall call a meeting of the new panel prior to week five (5) at which time the members shall elect a chair.

Section 8.2.c. Student Survey. A student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes (For student survey distribution for Counselors and Librarians see Section 8.7). The panel chair or designee shall compile the results of the student surveys and forward a copy of the compilation to the evaluatee along with the original surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the faculty member's assigned division office. The compilation will become a part of the evaluation report.

Section 8.2.d. Panel Observation. Each panel member shall make at least a one academic hour observation between the time the team is impaneled and the writing of the evaluation report. At their discretion, panel members may make any reasonable number of visits. The team will use the appropriate forms as indicated in Appendix B.

For on-site classes the evaluator will consult with the evaluatee before choosing an appropriate

date or range of dates for the observation. The evaluatee will provide the evaluator with a copy of their class syllabus and any other relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation of the on-site class.

For online courses the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

For hybrid courses each evaluator shall employ onsite and/or online evaluation methods as deemed appropriate by the evaluator after consulting with the evaluatee. The evaluator shall observe the onsite and/or online class for a total of at least one academic hour.

Section 8.2.e. Special Assignment. In the event that a temporary faculty member has 50% or more of special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

Section 8.2.f. Evaluation Conference. The panel shall meet with the evaluatee to review the evaluation materials, to discuss proposed recommendations and to give any preliminary suggestions for professional development including mentoring.

Section 8.2.g. Evaluation Report. Following the conference and the review of all materials deemed necessary by the panel, an evaluation report with recommendations and the complete file of the evaluation will be submitted to the Vice President of Instruction (or Vice President of Student Services, as appropriate) with a copy to the evaluatee. Each panel member will sign the final report. In response to the report, the evaluatee or any panel member may submit to the Vice President of Instruction (or Vice President of Student Services as appropriate) a written, signed statement. Any statements will be attached to the report.

Section 8.2.h. Appendix B provides forms.

Section 8.3. Evaluation of CATEGORICAL Faculty Members.

Section 8.3.a. Evaluation Frequency. Each categorical faculty member will be evaluated each year of employment for four years. Thereafter, evaluation shall be at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation.

Section 8.3.b. Panel Selection.

- (1) For the first four years of employment, the panel selection and report procedures for Categorical faculty members set out in Section 8.2.b through 8.2.h. shall be used. In the event that a categorical faculty member has 50% or more special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.
- (2) At least once every three years after that, the panel selection and report procedures for Regular faculty members set out in Section 8.6.b. through 8.6.g. excluding the last two sentences in subsection g. shall be used. In the event that a categorical faculty member has 50% or more special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

Section 8.4. Evaluation of PART-TIME (50% through 67%) Faculty Members

Section 8.4.a. Evaluation Frequency. Each part-time faculty member shall be evaluated, at least, during the first and fourth semesters of employment, and thereafter at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation. Formal evaluation shall be performed by the department chair. If the department chair is not available or there is not a department chair, the evaluation will be performed by a Regular Faculty member from the discipline or a related discipline. In that case, the evaluator will be selected by the site/discipline administrator in consultation with the evaluatee.

Section 8.4.b. Multiple College Assignments. Part-time (50% through 67%) faculty who are teaching at two or three colleges within the District during the semester they are scheduled for evaluation shall be evaluated at each college.

Section 8.4.c. Student Survey. A student survey will be distributed to at least one class during the semester of evaluation. The evaluatee will have the right to choose one of his/her classes to be surveyed. (For student survey distribution for Counselors and Librarians see Section 8.7.) The evaluator or designee shall compile the results of the student surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the faculty member's assigned division office. A copy of the compilation of the student surveys will be forwarded to the evaluatee along with the original surveys. The compilation will become a part of the evaluation report. For all online classes, student evaluations shall be initiated by the college Office of Institutional Research. Such surveys will be completed by students online, compiled confidentially by the Office of Institutional Research and then submitted to the evaluator.

Section 8.4.d. Observation.

For on-site classes the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the observation. The evaluatee will provide the evaluator with a copy of their class syllabus and any other relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation on the on-site class.

For online courses the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of regular effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

For hybrid courses the evaluator may employ either on-site or online evaluation methods or both. The evaluator will complete the appropriate form as indicated in Appendix B.

Section 8.4.e. Evaluation Conference. The evaluator shall provide the evaluatee with a copy of the observation form and the student survey compilation and offer to meet with the evaluatee to review the evaluations.

Section 8.4.f. Evaluation Report. The Faculty Evaluation Report, with a "satisfactory," "needs improvement," or "unsatisfactory" designation marked, will be submitted to the Vice President of Instruction or Student Services, as appropriate.

Section 8.4.g. Needs Improvement with Previous Satisfactory Designation: If a "needs improvement" designation is marked and the evaluatee had received a "satisfactory" designation

in the previous evaluation cycle, a plan of improvement will be created by the evaluator and provided to the evaluatee by the evaluator. The evaluatee will be reevaluated during the following semester.

Section 8.4.h. If an overall “unsatisfactory” designation is marked on the evaluation, the evaluatee may request a meeting with the area dean to discuss the evaluation.

Section 8.4.i. Appendix B provides forms.

Section 8.5. Evaluation of Contract Faculty Members. (Tenure Track)

Section 8.5.a. Evaluation Frequency. Each contract faculty member will be evaluated once each year until tenure is granted.

Section 8.5.b. Tenure Track Team Training. To ensure quality, fairness, and objectivity, prior to serving on a tenure-track committee, all members of a tenure track evaluation team must attend training developed and presented jointly by union and management.

This Article must be reviewed by all team members, especially those who haven’t recently served on this type of evaluation committee, or when this Article has been updated.

Section 8.5.c. Formation & Initial Steps of the Tenure-Track Evaluation Team (Team)

(1) The Team consists of the following members:

- (a) Division Administrator or designated Academic Administrator,
- (b) One tenured faculty member appointed from and by the search committee. In the case of administrative retreat, one faculty member will be appointed from and by the Discipline-Based Equivalency Committee;
- (c) One tenured faculty member appointed by the Senate from volunteers from the evaluatee’s discipline,
- (d) One tenured faculty member appointed by the Senate from outside of the evaluatee’s discipline,
- (e) All matters relating to the performance review process are a confidential nature and members of the Team have the responsibility of maintaining this confidentiality.

Whenever possible, the Team membership will reflect diversity with respect to ethnicity, age, and gender. Should vacancies on the Team occur, the vacant seat must be replaced, and the replacement will follow the initial procedures for the selection of the vacant seat.

(2) In the event there are no tenured faculty volunteering or available from the discipline, or, if the Senate has not made its appointments to the team by April 30th of the Spring term prior to the beginning of the tenure review process the faculty member selected from the search committee, the Division Administrator, the Academic Senate President, and a Federation Vice President representing the appropriate college will consult to resolve this issue.

It may take longer than anticipated to find a skilled Team that is willing to commit to this four-year process. Therefore, the Division Administrator should begin the process while the new faculty member is in the process of being selected. For example, for a typical fall semester hire, the evaluation Team selection process might begin as early as February or March of that year. As soon as the Team is formed, the members should meet and talk about the process they will undertake. They should discuss their personal biases about how students are best taught. They should discuss the importance of setting aside biases during the evaluation process and recognizing that there are a variety of effective ways to teach. The Team members shall discuss how long each of them thinks it takes to become an excellent teacher, and how they each see the standard of “satisfactory” teaching for the purpose of evaluation. Evaluation Team members have the obligation to be unbiased to

the best of their ability, to rely on facts and first-hand observations, avoid hearsay, and to be accurate.

- (3) The evaluation process is a learning experience for both the evaluatee and the evaluators. Therefore, all tenured faculty are encouraged to participate in this process. It is time-consuming and counts for the committee responsibility for each of the four years.
 - (a) In cases of excessive team responsibilities and with approval of the immediate supervisor, faculty may reduce office hours for performance of Tenure-Track Team duties (e.g., observation including preparation to observe, meeting, and formal mentoring).
 - (b) If a faculty member volunteers on two or more Tenure-Track Teams, the request will be reviewed by management, and, if approved, the faculty member will receive a stipend of \$500 each year of the four years, paid at the end of each academic year for each additional Tenure-Track Team. Any increase to this stipend shall be negotiated.
- (4) The Team elects a Chair annually. The Chair responsibilities include the following duties:
 - (a) To inform the evaluatee and Team of the timelines, and get commitments from everyone to share responsibility for strict adherence to the timelines,
 - (b) Call meetings of the Team,
 - (c) Coordinate activities of the Team,
 - (d) Represent the Team.
- (5) Adherence to timelines is essential and is the responsibility of all Team members. The Team should review these timelines frequently and commit to specific dates for the first year of tenure evaluation process. Sometimes, faculty are hired to start the spring semester. It is important for the evaluatee and Team to know that the tenure process timeline does not begin until the following fall semester because of the requirement in the Ed Code that states that a faculty member must work at least 75% of a school year before it can be counted for tenure purposes. The timelines below assume a fall semester start, so adjust accordingly if the faculty member is starting in the spring. Reasonable adjustments to the timelines provided in this Article can be made by the Team if necessary. However, in no circumstance can the annual evaluation process be extended beyond the third week of the Spring Semester.
- (6) If a tenure-track evaluatee or tenure-track committee member has a concern regarding whether a tenure-track committee member has properly followed the tenure-track evaluation contract requirements, the evaluatee or committee member may appeal to both the appropriate Vice President of the College and the CFE Vice President for an evaluation and resolution of the complaint. After receiving the complaint, the appropriate Vice President of the College and the CFE Vice President will meet to discuss and examine the concerns, and will determine within twenty (20) working days or any other mandatory deadline, whichever comes first, if retraining, retention, or removal/replacement is necessary.

Section 8.5.d. Criteria for Evaluating Contract Faculty (Tenure Track & Temporary)

- (1) The District wishes to recommend tenure for faculty who will bring to their department, division, and college breadth and depth of knowledge, teaching effectiveness, and life experiences that will enrich their disciplines and stimulate learning. Coast Community College District's objective is to employ individuals with potential for excellence and increasing ability, engagement with and commitment to our students and the education

profession. Faculty recommended for tenure, therefore, must reflect these professional standards in the performance of their faculty responsibilities and their interaction with students and colleagues.

- (2) In conjunction with the performance standards in the evaluation documents, the following criteria are intended to delineate areas of performance that the Team should look for during the evaluation process. The criteria are not all-inclusive and not every criterion will necessarily apply to every faculty position in the Coast Colleges.
- (3) Within each FSA held by a faculty member, there is an expectation of the following performance standards, consistent with all relevant language in the Bargaining Unit Agreement:
 - (a) Demonstrable progress towards excellence in teaching and/or in carrying out primary responsibilities for counselors, librarians, or special assignment faculty positions as specifically listed in the faculty member's position description, including, but not limited to the following items:
 - currency within the discipline(s);
 - depth of knowledge within the discipline(s);
 - verbal and written communication proficiency with students, colleagues, and staff;
 - use of effective teaching methods and materials appropriate for the course, discipline, modality, and students;
 - compliance with course outline requirements and student learning outcomes;
 - maintenance of regular and timely office hours;
 - confidential, accurate maintenance of student records; and
 - compliance with college and departmental requirements consistent with this bargaining agreement.
 - (b) Appropriate respect for students by demonstrating the following characteristics:
 - patience, fairness, promptness in the evaluation and discussion of student work;
 - appropriate sensitivity and responsiveness to the needs of individual students; and
 - support of the diversity of our students, colleagues, and staff in actions, words, and teaching and learning methods.
 - (c) Respect for colleagues and the teaching profession characterized by the following conduct:
 - acknowledging and defending the free Inquiry of students, colleagues, and staff in the exchange of criticism and ideas;
 - acting in accordance with the ethics of the profession and with a sense of personal integrity;
 - working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff while upholding and respecting academic freedom;
 - demonstrating a commitment to and an engagement with the College, the division, and/or the department (as appropriate), and the profession;
 - having the intellectual courage to share your professional opinion constructively, even when not the popular view, in pursuit of improvement; and having willingness to challenge yourself and others to re-evaluate practices in the pursuit of departmental, college, and district excellence.
 - (d) The following standards are illustrative of the activities expected of permanent faculty. Tenure-track faculty after their first probationary year are expected to show

participation in professional growth activities as evidence of continued professional growth and leadership. Examples include the following professional activities:

- participation in self-Initiated professional activities such as course work, attendance at workshops, seminars, professional meetings;
- conference presentation, artistic exhibit, classroom research, development of new curriculum, participation in publications and related work experience;
- active participation in collegial governance and campus life, including College or District committees, and community activities.

Section 8.5.e. Recommended Calendar.

(1) 1st Evaluation - first fall semester

- (a) During Weeks 1-4 -Team meets with evaluatee to review and discuss the process. The Team shall deliver the following documents to the evaluatee:

1. District Ethics Policy (See Appendix B)
2. The American Association of University Professors (AAUP) 1940 Statement of Principles on Academic Freedom and Tenure (See Appendix B)
3. Criteria for Evaluating Tenure-Track & Temporary Faculty (Art. VIII(5)(d) above)

- (b) During Weeks 5-12 - Observations/Evaluations. (See Appendix B). Team divides up the load and overload the evaluatee is teaching so that if practical, every course (i.e., not section) and modality currently taught will be observed at least once. For second eight week courses the evaluation will occur no sooner than the third week of actual class meetings (semester week 11).

- (i) Each Team member will make at least one class observation.

- A. Team members will contact the evaluatee to arrange appropriate observations (minimum length = 1 academic hour).
- B. Each Team member shall set up a brief meeting (live, virtual, or telephonic) before the observation so the evaluatee can explain what her/his lesson plan for the observation will entail.
- C. The evaluatee may share, or the evaluator may request the handouts or other instructional materials that may be used by the evaluatee during the observation, such as a syllabus. The evaluatee shall provide the requested materials. A syllabus shall consist of, at minimum, the elements identified in Article XII.14(d).

For online courses the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

- (ii) Evaluators must be objective and open-minded to other teaching styles beyond their own, and set aside their biases about how to best teach students. The faculty member will be given the widest possible latitude within the parameters of professional conduct so that academic freedom will be preserved.

- (iii) Within ten (10) working days after the observation, the evaluator will complete the observation report, deliver it, and meet with the evaluatee to review what was observed and hear feedback from each other about the achievements and challenges of the lesson observed. During this evaluation conference the observation report will be finalized and signed.
- (iv) If the evaluator or evaluatee believe that there has been a serious problem with the observation, it shall be reported within one (1) working day to the Team, who shall determine by majority whether the evaluator will coordinate an additional observation with the evaluatee. The team will make a determination within five (5) working days. The problematic session's observation report shall be discarded and not included as part of the first-year tenure-track evaluation.
- (v) Guidelines for Providing Feedback During the Post-Observation Meeting Between the Evaluator and Evaluatee. Constructive criticism may be both difficult to deliver and difficult to receive. The following guidelines are to be reviewed by each team member before observing evaluatees.
 - A. Evaluators should be specific when providing feedback, including presenting specific observations that led to the constructive feedback in the evaluation.
 - B. Evaluators should consider "sandwiching" critical feedback between compliments.
 - C. Evaluators should include suggestions about how the specific behaviors observed could be improved.
 - D. Evaluators should give examples from their own teaching experience.
 - E. Evaluators should encourage the evaluatee to engage in a discussion when the observation report is presented and reviewed with the evaluatee. For example, evaluators might ask the faculty member to provide his/her "take" on behaviors the evaluator identified critically.
 - F. Evaluators should demonstrate engaged and open-minded listening during the response, and commit clearly to working with the evaluatee to improve her/his skills.

(c) During Weeks 9-12 - Student Surveys.

Student Surveys will be distributed to at least three classes, two of which are selected by the evaluatee. A member of the Team will dismiss the evaluatee from the classroom and administer the evaluations to the students, using the script provided with the forms (See Appendix B). (For student survey distribution for Counselors and Librarians see Section 8.7.)

- A. Paper evaluation forms shall be used for site-based classes and telecourses. Electronic evaluation forms shall be used for online classes. The evaluatee shall choose whether to use paper or electronic evaluation forms in hybrid classes.
- B. Evaluations from at least 33% of the currently enrolled students in each class must be received in order for the student surveys to be considered statistically valid. If less than 33% of the currently enrolled students submit surveys in one or more classes, such surveys will not be included nor considered in the evaluation.
- C. If student narrative comments in their own handwriting are received, they will be

retained in a confidential and secure location outside of the faculty member's assigned division office and will be sent to the evaluatee two weeks after the conclusion of the semester during which the evaluations were written.

- D. A copy of the compilation of student opinions including narrative comments shall be delivered to the Team by the Chair and will be reviewed by the Team prior to writing the Faculty Evaluation Summary Report. (See Appendix B). Student opinions shall be included as part of the evaluation materials.
- (d) During Weeks 13 - 16 End of Term Review: The Team shall meet to review evaluatee's progress and prepare for completing the Summary Report. The Team shall then meet with the evaluatee to discuss observed evaluatee strengths, suggested areas for improvement, and to help them prepare their Self-Evaluation. The evaluatee should be encouraged to share her/his perception about her/his strengths and areas for improvement as well.
- (e) First Day of the Spring Semester- Self-Evaluation. The evaluatee shall complete and submit the Self-Evaluation form to the Team no later than the first day of the Spring Semester. (See Appendix B). Each Self-Evaluation (after the first one) will encompass the period of time that has transpired since the previous Self-Evaluation was written and submitted.
- (f) During Weeks 1-3 of the Spring Semester - Evaluation Summary Report and Recommendation.
 - (i) Subsequent to the meetings with the evaluatee and after the Team has received and reviewed all evaluation forms, the Team as a group will draft the Tenure Track Faculty Evaluation Summary Report. (See Appendix B.)
 - (ii) Criteria for Recommended Employment Status of Contract Faculty (Offer and Acceptance of Employment).
- A. Future Status Employment Recommendation. As part of the Year 1 Tenure Track Faculty Evaluation Summary Report, the Team will determine by consensus its recommendation from one of the following options below:
 - 1. If, based on the evaluation documents, the committee by consensus feels the evaluatee has strong potential and is making positive instructional impact on students, either -
 - a. Enter into a contract for Year 2 (Evaluation is "Satisfactory or better")
 - or
 - b. Enter into a contract for Year 2 with suggestions for improvement (Evaluation is "Satisfactory").
 - 2. If, based on the observation reports, self-evaluation, and consideration of the student evaluations, the committee by consensus feels the evaluatee has potential but specifically identified areas of improvement need to be made - Enter into a contract for Year 2 with an improvement plan (Evaluation is "Unsatisfactory").
 - 3. If, based on the observation reports, self-evaluation, and consideration of the student evaluations, the committee by consensus feels the evaluatee does not have the potential to become a regular faculty member in the

next four years - Do not enter into a contract for Year 2 (Evaluation is "Unsatisfactory").

If a recommendation includes an improvement plan or suggestions for improvement, the committee by consensus shall identify in writing the specific suggestions or improvement plan immediately following the Future Status Recommendation on the Tenure Track Faculty Evaluation Summary Observation Report Form.

B. In Year 2, the Status Recommendation process is the same, except the recommendation shall be for a two-year contract (for Years 3 and 4).

C. In Year 4, the Team shall recommend granting of tenure or discontinuance.

(iii) The recommendation each year must logically follow from the evaluation documents. If the Team is split regarding Future Status Employment Recommendation and cannot reach consensus regarding continuance versus discontinuance, the College President shall meet with the entire Team to discuss the evaluatee. The College President will then meet with the evaluatee, after which she/he will determine the final Future Employment Status Recommendation.

(iv) Finally, the Team shall meet with the evaluatee to discuss the Summary Report. The evaluatee will be encouraged to participate actively in this discussion, and contribute to her/his section of the summary evaluation. The evaluatee may also submit a written response to the Team's recommendation to the Chair, who shall forward the response to the Dean and the appropriate Vice President. The response shall be included as part of the evaluation.

The Chair will deliver a complete copy of all materials to the Dean, the appropriate Vice President, and the evaluatee, no later than the end of the third week of the Spring semester.

The process shall then be considered complete.

(g) Additional Administrative Review. The Vice President, after reviewing the file, will recommend to the President of the college continuance of employment, with or without specific recommendations for improvement, or discontinuance of employment. The President will rely primarily on the advice of the evaluation Team when making a recommendation to the Chancellor. If an Administrator disagrees with the Team's recommendation, that Administrator will meet with the Team to discuss the disagreement. The Team's recommendation is to be included in writing when the recommendation is presented to the Board of Trustees. That Administrator shall also meet with the evaluatee to explain the change in recommendation.

(h) Guidelines for Preparing a Tenure Track Faculty Improvement Plan

(i) If a tenure-track faculty member has the need for an improvement plan noted on his/her Tenure Track Evaluations Summary Report, the Tenure Track Committee shall be responsible for preparing an improvement plan designed to assist that faculty member to advance in the tenure review process.

(ii) The improvement plan must be in writing, signed by the Committee Chair or a majority of the Committee, and agreed upon by the tenure track faculty member.

(iii) The improvement plan must contain the following elements:

A. A specific reference to the Faculty Evaluation Report element(s) where

improvement is needed

- B. A detailed description of the performance to be improved, including descriptions of the current and desired performance
 - C. Measurable or clearly discernible objective criteria by which to measure improvement
 - D. A timeline or milestones (dates or outcomes) for assessing progress
 - E. Identified resources available, or which will be made available, to assist the tenure track faculty member in his/her efforts to improve.
- (iv) Failure to satisfactorily complete an agreed-upon improvement plan shall be considered in the decision to advance/not advance the tenure track faculty member in the following year.
- (i) Accelerated Tenure Review. Before March 15 of the second year of evaluation, for compelling reasons, the Team may also request that the granting of tenure be considered by the Accelerated Tenure Review Committee.
- (i) The Accelerated Tenure Review Committee, comprised of the following tenured faculty members and the appropriate Vice President shall be convened to review and consider the Tenure Review Committee recommendation:
- A. One (1) CFE appointment, not from the evaluatee's instructional unit;
 - B. One (1) Academic Senate President or designee from the evaluatee's college, but not from the evaluatee's instructional unit;
 - C. Two (2) Academic Senate appointees from the other two colleges in the District, preferably from the evaluatee's discipline;
 - D. One (1) Vice President from the evaluatee's college.
- (ii) The committee shall, if unanimous, recommend to the President of the college that the contract probationary faculty member receive tenure as a regular faculty member.
- (iii) The President shall either recommend to the Chancellor the decision of the special committee or return the recommendation to the special committee and a copy to the Tenure Review Committee and the probationary employee, with the reason(s) for not accepting the recommendation for accelerated tenure. If the Chancellor accepts the President's recommendation, the probationary employee's name shall be submitted to the Board of Trustees for approval.
- (iv) The decision of the Accelerated Tenure Review Committee, President Chancellor, and Board of Trustees is final and not subject to any appeal.
- (j) Option of Mentoring
- (i) Introduction: Every new faculty member is encouraged to have a mentor. Mentoring is a formal or informal process outside of the tenure review committee.
- (ii) Definition: A mentor is one who offers guidance, wisdom, experience, and encouragement, one who explores and supports teaching and learning with new colleagues. A mentor is not supervisory, nor evaluative, but is willing to explore tough questions about practical professional life. A mentor communicates, not only where and how to get things done—the written laws and how to get copies—but also explains the unwritten rules about how we function at the Coast Community

College District: the political circumstances in which decisions get made, the diverse campus cultures and values, and our unspoken expectations. Mentoring is a voluntary relationship for all parties.

- (iii) Qualifications: Qualifications include credibility with colleagues, the respect of staff, and expertise in his/her field of knowledge. The mentor must be willing to listen actively to the new faculty's goals, questions, and concerns. A mentor must be willing to be a primary relationship for new faculty and possess a desire to help, to build confidence, to encourage risk taking and progressive pedagogy, and to be a role model who isn't looking for a clone.
- (iv) Professional Development Salary Advancement Credits: There are salary advancement credits available through the Institute of Professional Development/Professional Development Institute (IPD/PDI). See the Institute of Professional Development/Professional Development Institute article in this contract for more details. Additionally, there may be an organized program of activities or meetings at each college, as well.
- (v) Selection: A mentor must not be a member of the new faculty's tenure/evaluation team, but it may be desirable that a mentor be from the original hiring committee. Nonetheless, a mentor may come from within the department, the division, or even be a respected faculty member from an entirely different division. The new faculty member may find the mentor on his/her own or ask for assistance from the Academic Senate; however, the mentor *must* be chosen by the new faculty member. The Academic Senate of each college will determine its procedure for how it will assist new faculty in finding a mentor if that faculty member so chooses. The mentor/mentee relationship is of a confidential nature and the mentor has the responsibility of maintaining this confidentiality.

(k) Due Process and Grievance

- (i) Allegations that the Community College District in a decision to reappoint a probationary employee violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances.
- (ii) Allegations that the Community College District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. Technical violations of the procedures and timelines that do not substantively relate to the outcome of the tenure recommendation shall not be sufficient to overcome the District's decision.

Education Code, Section 87610.1. See Also, Article XV. Due Process.

Section 8.6. Evaluation of REGULAR Faculty Members. (See Subsection k. for faculty on special assignment)

Section 8.6.a. Evaluation Frequency. Every three (3) years each Regular Faculty Member will be evaluated by an evaluation panel of peers. The evaluation will be based on activities and observations since the last evaluation.

Section 8.6.b. Panel Selection. The team will be convened by the designated Administrator from the full-time Faculty. The panel shall consist of one (1) Regular Faculty Member selected by the evaluatee and one (1) Regular Faculty Member appointed by the designated Administrator from a list of three (3) candidates submitted by the evaluatee from the evaluatee's instructional unit or

related discipline, and this person will act as chairperson of the panel. Where there are not sufficient instructional unit members, names of Regular Faculty Members from other disciplines may be submitted. Non-discipline Faculty Members should possess one or more of the following qualifications: former assignment to the evaluatee's discipline, current assignment to a related discipline; possessing other professional qualification(s) related to the evaluatee's discipline. The panel selection shall be completed at least two months before the evaluation report is due to the Vice President of Instruction or Student Services, as appropriate.

Section 8.6.c. Student Survey. A student survey shall be conducted by the peer panel during the semester of evaluation. At least two classes will be surveyed. The evaluatee will have the right to designate one of the classes to be surveyed. The survey form appended in Appendix B of this Agreement will be used. (For distribution of student surveys for Counselors and Librarians see Section 8.7.) Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the faculty member's assigned division office. The compilation of the student opinions (section A) will be reflected in the evaluation report by the peer panel and forwarded to the evaluatee and the administrator.

Section 8.6.d. Administrative Evaluation. The immediate administrator shall complete the administrator's faculty evaluation report (see Appendix B), and submit it to the evaluation panel, and/or may request an oral interview with the panel. The report shall be reviewed by the evaluation panel. After four (4) years, at the request of the faculty member, the administrative evaluation shall be removed from the district personnel file unless the faculty member is currently involved in a continued or augmented evaluation process.

Section 8.6.e. Panel Observation or Self-Evaluation. Each panel member shall evaluate the evaluatee with one (1) of the following methods (selected by the evaluatee).

- (1) Panel Observation. Each panel member shall make a formal instructional observation visit of the evaluatee between the time the team is impaneled and the writing of the evaluation report. The Evaluatee shall recommend the class(es) to be observed and the panel shall attempt to visit those selected.

For on-site classes evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the observation. The evaluatee will provide the evaluator with any relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation of the on-site class.

For online courses the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that they may properly gauge the student experience in the virtual classroom and the level of regular and substantive contact between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class. For hybrid courses each evaluator may employ either onsite or online evaluation methods.

The evaluator will complete the appropriate form as indicated in Appendix B.

- (2) Self-Evaluation. If a self-evaluation method is chosen, the evaluatee shall submit to the panel the self-evaluation form in Appendix B plus any other materials deemed appropriate by the evaluatee. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

Section 8.6.f. Evaluation Conference. The panel chairperson will schedule an evaluation conference to include both members of the panel and the evaluatee before the panel submits its

evaluation report.

Section 8.6.g. Evaluation Report. Following the conference, the panel chairperson will submit to the immediate supervisor and the evaluatee an evaluation report, including the complete file of the evaluation (observation reports or self-evaluation, Faculty Evaluation Summary Report, administrator's report, and a reflection of the student survey compilation). In response to the evaluation report, the evaluatee may submit a written, signed statement, which will be attached to the report. The immediate administrator shall then submit the report to the Vice President of Instruction or Student Services, as appropriate, by December or May of the evaluation semester unless the Vice President and the evaluatee consent to a later time. The report, by unanimous vote, shall recommend to the Vice President a finding of satisfactory performance or continued evaluation as provided in subsection h. If the panel cannot come to a unanimous agreement, the evaluatee will be considered to be in need of Continued Evaluation.

Section 8.6.h. Continued Evaluation. If a Faculty Member is recommended for Continued Evaluation, the evaluation panel will be retained for this purpose. The panel will create an improvement plan containing the elements described in Article 8 Section 4(f)(3) and work with the Faculty Member for the semester following the one in which the rating was assigned. The panel will assist the evaluatee in improving in areas that led to the finding of continued evaluation, or recommend a mentoring process. The panel will submit a new evaluation report and recommendation to the Vice President of Instruction or Student Services, as appropriate, by the date of the appropriate semester as specified in subsection g. of this Section. In response to the report, the evaluatee may submit to the Vice President a written, signed statement which will be attached to the report. The Vice President, after reviewing the new evaluation report and recommendation with the panel, will change the rating to satisfactory, or in the event the panel again finds the evaluatee's performance unsatisfactory, an Augmented Evaluation will be initiated.

Section 8.6.i. Augmented Evaluation. If the Faculty Member is evaluated as requiring Augmented Evaluation, as provided in subsection h. of this Section, an Augmented Evaluation Committee will be selected. The panel shall include the Vice President of Instruction or Student Services, as appropriate, who will chair the panel, another administrator selected by the evaluatee from a list of three (3) submitted by the Vice President. The three (3) Faculty Members shall be appointed by the Vice President from a list of seven (7) Regular Faculty Members (a majority of whom, whenever possible, are from the evaluatee's Instructional Unit) submitted by the evaluatee to the Vice President. The panel may conduct appropriate observations of the evaluatee, hold conferences with the evaluatee, and examine other relevant materials. After reviewing the file, the panel will develop a program of instructional remediation that will lead to a resolution of the problem. The panel will establish reasonable time constraints for the remediation process. The Faculty Member will sign the final plan and indicate in writing acceptance of and/or reservations regarding it.

Section 8.6.j. Augmented Evaluation Report. After the evaluatee has completed the remediation program, the panel will prepare a written report, a copy of which will be provided to the evaluatee, who may file a written, signed statement, which shall become a part of the report. Each panel member will sign the report. The chairperson of the panel shall forward the report to the President, who shall change the rating to satisfactory or recommend to the Vice Chancellor for Human Resources further disposition, as recommended by the panel.

Section 8.6.k. Evaluation of Faculty on Special Assignment.

- (1) A tenured Faculty Member on special assignment to non-instructional duties for fifty percent or more of a regular contract teaching load shall be evaluated only in the performance of those duties on the regular schedule.
- (2) The evaluation of the Faculty Member's performance of the special assignment shall be the same as Regular faculty, but limited to a self-evaluation (form found in Appendix B).
- (3) In the event that a categorical faculty member has 50% or more special assignment, a self-

evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

Section 8.7. Student Survey Distribution for Counselors and Librarians

Student surveys for Counselors and Librarians will be distributed to students, following services, for 4 weeks during the semester of evaluation. If less than 20 survey responses are collected within 4 weeks, the survey period will be extended for an additional 2 weeks. Counselor and Librarian evaluatees will have the option to choose one of the services that they will be surveyed on (except for tenure track evaluatees who shall have their services for survey selected by the tenure review committee). Student opinions shall be included as part of the evaluation materials.

Section 8.8. Reports. Records and reports of the evaluation procedure will be retained in the Faculty Member's personnel file.

Section 8.9. Evaluation Participation. Any Faculty Member who is undergoing Continued or Augmented Evaluation shall not be eligible to serve on any evaluation panel or Augmented Evaluation Committee until the Faculty Member's evaluation is concluded as satisfactory.

Section 8.10. Evaluation Procedures Committee. An Evaluation Procedures Committee of six (6) persons, three (3) appointed by the District and three (3) appointed by the Federation, will review and recommend a student survey form for counselors and librarians, as well as special assignment instructors. This committee will also recommend to the District and the Federation any changes in the evaluation procedures.

Section 8.11. Instructional Units. For the purpose of this Article, "instructional unit" shall mean an organizational unit of each College for instructional and other educational purposes. If any College changes its instructional units, it shall provide the President of the Federation with at least fifteen (15) days notice of any such intended change.

ARTICLE IX. PROFESSIONAL SECURITY.

Section 9.1. Regular and Contract Faculty Members. Any action to dismiss, suspend, or lay off Regular or Contract Faculty Members shall be governed by applicable provisions of the California Education Code.

Section 9.2. Temporary and Categorical Faculty Members.

Section 9.2.a. Bargaining unit employees who are Temporary or Categorical Faculty Members shall not be dismissed or suspended without just cause during the term of their contract.

Section 9.2.b. In the event of a need for reduction in faculty personnel, the District, after giving due consideration in accordance with the Education Code to the retention of Regular and Contract Faculty Members, shall make every reasonable effort to retain Faculty Members in the bargaining unit who are not Contract or Regular Faculty Members.

Section 9.3. Reprimands. No formal written reprimand will be administered by the District to a Faculty Member without good and sufficient reason. Prior to formal action on a complaint, the responsible Administrator shall meet with the Faculty Member to attempt an informal resolution of the matter. Before administering a formal reprimand, the Faculty Member shall be provided a written statement of the alleged facts on which the proposed reprimand is based, and shall be provided no less than ten (10) working days to respond to the allegations. The reprimand shall be kept confidential unless the Faculty Member first waives that confidentiality. See Article XV.

Section 9.4. Program Review. When any program of any College is placed under review to determine possible curtailment or termination of that program, the District shall notify the Federation. The

Federation shall have the right to representation on any committee, including "further review," task force, or other group which is carrying out a program review for the above purposes.

X. ACADEMIC RELATIONS.

Section 10.1. College Curriculum Committees.

Section 10.1.a. Each College will establish a Curriculum Committee, through the Academic Senate, to study matters concerning the curriculum and to make recommendations to the Board of Trustees or designee. The committee will review proposals, developed under guidelines established by the Curriculum Committee and approved by the Academic Senate, from the various disciplines of the college, as well as from individual faculty members. Other curriculum issues may be addressed by the Curriculum Committee.

Section 10.1.b. Faculty Members shall be elected by a process determined by the Academic Senate. The Faculty Members in each instructional unit (as identified by the Academic Senate) will elect a representative from their respective instructional units to serve on the Curriculum Committee. The Academic Senates may provide for the election of Faculty Members at-large. The elected Faculty Members will serve staggered terms of no less than two (2) years, nor more than four (4) years, to provide continuity to the work of the committee. A Faculty Member may be re-elected for subsequent terms. Provision may be made by the Academic Senate for the selection and appointment of other appropriate persons to serve on the committee, provided that the majority of voting members of the committee are elected Faculty Members.

Section 10.1.c. The committee, with the consent of the Academic Senate, will determine its own rules and procedures for performing the tasks outlined in this Section.

Section 10.2. Textbook Selection. Individual Faculty Members have the responsibility of evaluating and selecting textbooks and related materials in any courses they are assigned to teach and shall make the selection in accordance with the Course Outline of Record and faculty departmental procedures.

Section 10.3. Department Chairs.

Section 10.3.a. The District may utilize Faculty Members as department chairs in positions that provide faculty representation and administrative assistance within an instructional unit as identified and determined by the responsible Administrator. If the District determines to maintain any division chairperson, instructional coordinator, or subject matter specialist positions, or determines to establish other positions of a similar nature during the term of this Agreement, it shall request the Academic Senate to announce and conduct an election.

Section 10.3.b. Faculty Members who have held fifty (50%) percent or more of their assignments in that instructional unit for at least two (2) semesters within the six (6) semesters preceding the election, including the current semester, are eligible to serve as department chairs. Acceptance of any such position is voluntary on the part of the Faculty Member.

Section 10.3.c. Position Duties. Prior to delivering to the Academic Senate a request of an election, the Dean shall distribute to all Faculty Members in the instructional unit a list of the primary administrative duties required. That announcement shall include the released time and/or additional compensation to be provided for the performance of those duties. (Section 11.17). The department chair shall have the responsibility to present the various views and concerns of the faculty to the Dean.

Section 10.3.d. Election procedures of candidates.

- (1) The election shall be held during the spring semester for positions beginning in the following academic year.

- (2) The election shall be conducted by the Academic Senate.
- (3) Nominations shall be submitted in writing by instructional unit faculty to the Senate. There shall be at least a five-working-day period between nominations and elections.
- (4) Voting shall be by written, secret ballot. Voting eligibility shall be determined by the respective Academic Senate. All ballots shall list the names of announced candidates in random order, and shall provide a space for a "write-in" candidate's name. In the event of only one Faculty Member appearing on the ballot for the position, there shall be no space for write-in candidates and the ballot shall simply state: "Should____serve as department chair: Yes__ No__." A simple majority of those voting shall determine the name of the person to be submitted to the Dean. If the unopposed candidate does not receive an affirmative majority of those votes cast, the Academic Senate will arrange for another nomination and election to fill the position.
- (5) No majority vote (but without a tie). If no candidate receives a simple majority of the votes cast, in the absence of a tie vote the Academic Senate shall conduct a run-off election between the two leading candidates. The same Faculty members shall be eligible to vote in the run off election as were eligible to vote in the first election.
- (6) Tie vote. In the event that the Academic Senate determines that two or more leading candidates have received the identical number of votes for department chair, a second election shall be held in which all eligible Faculty Members in that division shall vote. The name of the candidate receiving a simple majority shall be submitted to the Dean.
 - (a) If the second election by the division faculty also results in a tie vote, the names of those candidates receiving the identical number of votes shall be submitted to the Dean.
 - (b) The Dean may recommend one of the names submitted by the Academic Senate to the appropriate Vice President for concurrence.
- (7) The Dean may recommend the candidate to the appropriate Vice President or, if the candidate is not acceptable to the Dean and the appropriate Vice President concurs, the reasons for the unacceptability shall be given to the candidate in writing, in confidence. The candidate may consent to reveal such reasons to the department faculty. Another election would be conducted for another candidate to serve.

Section 10.3.e. Evaluation of department chairs.

- (1) Each department chair shall be evaluated once during the second semester in the position, and the fourth semester at the request of 30 % the faculty or the Dean. Faculty requests for evaluation shall be submitted to the President of the Academic Senate.
- (2) The purpose of the department chair evaluation is to produce a result that will modify, correct and/or strengthen the department chair's performance in the position.
- (3) The performance reports (Appendix B-1), prepared by the faculty members and Dean will be collected by the Dean who will review the reports and present the reports to the department chair with an accompanying written summary of the reports. The summary will be written by the Dean. The reports and the summary will be retained by the department chair and the Dean may retain copies of the report and summary which he or she has prepared. The latter copies retained by the Dean shall not be used to affect the department Chair's current or future assignment(s) or Article VIII evaluations.
- (4) The department chair may make written comments and responses to the reports and the

summary. This written response will be attached to a copy of the summary and retained by the Dean.

- (5) Only at the request of the department chair, the evaluation summary shall be placed in his/her district personnel file.

Section 10.3.f. Terms of Service.

- (1) The department chair shall be elected for a term no less than one (1) semester, nor more than four (4) semesters and may be reelected for additional terms.
- (2) In cases where removal may be necessary:
 - (a) After one (1) full semester, the Dean may require an individual to cease serving as department chair before that individual's term has been completed. The reasons for such removal shall be given in writing to the department chair, in confidence, who may consent to reveal such reasons to the department faculty. Such removal shall be subject to the appropriate Vice President's approval.
 - (b) After one (1) full semester, if the majority of the faculty submits a signed recall petition to the Academic Senate, the Academic Senate shall conduct a recall vote within two (2) weeks of receipt of the petition.
 - (i) The ballot shall simply state: "Should _____ continue to serve as department chair: Yes___No___." Voting shall be by written, secret ballot. Ballots shall then counted by two members of the Academic Senate selected from among the Senators of other instructional units. The selected Senators shall announce the results to the instructional unit faculty, and also post the results.
 - (ii) If a simple majority of all eligible voting instructional unit faculty vote "No," the department chair will be removed from office. The Unit Senator will then arrange for another election to fill the position.
 - (iii) No reference to the recall will be placed in the department chair regularly cycled evaluation nor the Faculty Member's District Personnel File. The official tally of the ballot count shall be retained by the Academic Senate. All other written material relating to the above process must be destroyed ten (10) working days after the recall vote, unless the Academic Senate determines their further retention is necessary to resolve a dispute over the recall election.

Section 10.3.g Vacancies:

- (1) The filling of a vacant department chair position shall be in accordance with Section 10.3.d.2-5, above.
- (2) For good cause, the Academic Senate may conduct an election at another time than provided in Section 10.3.d.1. The term of service shall commence immediately, but not continue beyond the succeeding academic year.

ARTICLE XI. HOURS OF SERVICE.

Section 11.1. Standard Work Week and Work Day.

Section 11.1.a. Work Week.

- (1) The standard work week shall comprise forty (40) hours of professional activities on and off campus, including, but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student

performance, participation in student and faculty committee assignments, professional and educational development, curriculum development, maintenance of office hours, participation in consultations with students, and assisting in the conduct of student performances.

Full-time faculty are required to be actively engaged in activities related to student preparation and success. Institutional and departmental planning are critical to the role of full-time faculty and primarily require an on-site presence.

- (2) The standard work week shall be Monday through Friday. If a Faculty Member voluntarily accepts an assignment on Saturday and/or Sunday, such Faculty Member shall not be assigned duties on the weekday(s) of the Faculty Member's choosing with approval of the designated administrator. In no case will the Faculty Member be compelled to work more than five (5) days per week.
- (3) In addition to their regularly scheduled assignments, Faculty Members will post and maintain at least four (4) office hours per week. Two (2) office hours may be virtual with the approval of the Faculty Member's supervisor.

If seven and one-half (7.5) LHE or more of the Faculty Member's regular load is 100% online, three (3) office hours per week may be virtual if approved by the Faculty Member's supervisor. The administrator shall not arbitrarily disregard the request. If the Faculty Member is denied the three (3) hours per week, upon request, the administrator will provide the reasons in writing to the Faculty Member with a copy to the Federation. Faculty Members whose assigned hours are, exclusive of overload, twenty (20) hours per week shall not be required to maintain office hours. The requirement for office hours shall be reduced proportionally for Contract and Regular Faculty Members working less than 100% contract. Part-Time Faculty Members are exempt from this language regarding office hours.

Faculty Members shall notify their students and division office of their on-site office hours and their appropriate contact information for virtual hours. With reasonable notice to their students and division office, Faculty Members may modify their schedule of office hours. Faculty Members making permanent changes in office hours shall notify their division office. All Faculty Members shall also be reasonably available to students by appointment and shall notify students of such availability.

- (4) Faculty Members teaching sixty (60) -minute non-lecture classes (Section 10.2.b.) will receive credit for one (1) office hour for each five (5) sixty (60) -minute classes taught weekly up to a maximum credit of two (2) hours per week.
- (5) Faculty Members who have less than twenty (20) hours per week of required posted office hours and scheduled classes, exclusive of overload, shall serve on at least one (1) College/District committee or student advisory group each semester. Assignments to Federation and/or Senate committees dealing with College/District matters will meet this requirement.
- (6) There shall be no discrete final exam week with the sixteen (16) week semester.

Section 11.1.b. Work Day. The standard workday will be completed within nine (9) consecutive hours with no more than a five-(5) hour break between scheduled classes in a single day. Unless approved by the Faculty Member, at least twelve hours shall elapse between the end of the last duty assignment on one day and the beginning of the first duty assignment on the following day, except for duty assignments designated as overload.

Section 11.1.c. The guidelines outlined in Sections 11.1.a.3. and 1.b. of this Article may be modified, as appropriate, upon the Faculty Member's request and the designated Administrator's

approval. Such modifications may also be made by the designated Administrator, with the approval of the appropriate Vice President if the needs of the instructional program so dictate. If approval is withheld, the Faculty Member, upon request, shall be furnished an explanation in writing of the reason(s) for the decision.

Section 11.1.d. Modification of the work year for individual Faculty positions must be negotiated between the District and the Federation.

Section 11.2. Class Hour.

Section 11.2.a. Class Hour/Clock Hour. The class hour is the basic unit of attendance for computing full-time equivalent student (FTES). It is a period of not less than fifty (50) minutes of scheduled instruction and/or examination and ten (10) minutes of passing/break time. A class hour is also known as a "contact hour".

Section 11.2.b. Multiple Class Hour. A multiple class hour is any period of instruction scheduled continuously for more than one clock hour (sixty (60) minutes) but for ninety-five minutes or less with no break. A Faculty Member may schedule up to ten minutes of break time for each class hour when combined with multiple-hour class time.

Section 11.3. Annual Work Load.

Section 11.3.a. The annual work load for Faculty Members, except as otherwise provided in this Agreement, shall be thirty (30) lecture hour equivalencies. The number of lecture hour equivalencies taught each semester may vary as long as thirty (30) lecture hour equivalencies are completed within the academic year. At the Faculty Member's choice, in lieu of additional compensation, Faculty Members may use all or a portion of overload or summer/intersession assignments to achieve the annual workload obligation of 30 LHE. Summer assignments used to meet the 30 LHE obligation shall be applied to the academic year immediately following that summer assignment.

Section 11.3.b. Overload compensation will be paid for any assignment in excess of fifteen (15) lecture hour equivalencies, unless the excess is to accommodate a thirty (30) semester hour combination when both semesters are taken into consideration. For the compressed calendar the total compensable overload hours for a given assignment shall be weighted in terms of the loading factors set forth in Section 4 of this Article and shall be calculated as though the class were to meet for 18 weeks (e.g., for an overload assignment of 3 non-lecture hours per week, total compensable overload hours = 3 hours/week x 0.85 load factor x 18 weeks = 40.5 hours). The result shall be multiplied by the overload rate (e.g. 40.5 X overload rate = total overload compensation paid to Faculty Member). The latter result shall be the compensation for that sixteen (16) week assignment irrespective of any holidays.

Section 11.3.c. The District may assign an overload of up to one (1) lecture hour equivalency per semester with a maximum of two (2) per academic year in order to attempt to meet the requirements of subsection a. of this Section. Overload assignments in excess of one (1) lecture hour equivalency in one semester or two (2) lecture hour equivalencies in an academic year are voluntary.

Section 11.3.d. Overload assignments (District assigned or voluntary) may not exceed six and eight tenths (6.8) lecture hour equivalencies in any semester unless agreed upon by the Faculty Member and approved by the appropriate Vice President.

Section 11.3.e. Overload Banking Program.

(1) General Provisions.

(a) A Faculty Member may bank overload credit (including Fall/Spring semester overload, summer session, winter intersession, and department chair assignments paid by

stipend) in the following way: Rather than accepting remuneration for overload assignment, he/she may elect to take a semester of paid leave after sufficient overload has been banked.

- (b) Full-time tenure-track and full-time tenured Faculty Members are eligible to earn and bank overload credit. Only tenured full-time Faculty Members are eligible to redeem banked overload credit.
- (c) Up to 3 LHE per term (semester or session) may be banked.
- (d) Other than set forth in this Article, there are no restrictions on the use of banked leave time; it may be used for professional or personal reasons. A Faculty Member on banked leave shall be paid and earn benefits as though he/she were working his/her regular contract assignment.
- (e) The time on banked leave shall count toward retirement and as service to the District for purposes of advancement on the salary schedule and the time on banked leave shall count toward sabbatical eligibility.

(2) Implementation of Banked Leave.

- (a) The total amount of accumulated banked time for an individual shall not exceed 15 LHE. Once a Faculty Member has banked 15 LHE, any additional overload worked prior to the banked leave being taken shall be paid at the current contractual rate, unless the Faculty Member's leave request has been postponed by the District, in which case accrued overload may be banked above 15 LHE until the postponed banked leave has been taken.
- (b) A Faculty Member may take a banked leave once every eight semesters.
- (c) The application to use banked credit for leave must be submitted to the Division Dean no later than the Monday of the third week of instruction of the fall term for a leave commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved or denied by the Dean and the appropriate Vice President, and the Faculty Member informed of this decision no later than the end of the eighth week of the semester the application was submitted.
- (d) Every effort shall be made to accommodate a Faculty Member's request for a banked leave; however, it is recognized that a banked leave may be postponed under circumstances in which the absence of the Faculty Member would jeopardize the educational program. The Dean shall put in writing any postponement of the request for a banked leave. A requested banked leave can be postponed by the District for no more than one academic year.
- (e) When two or more Faculty Members from the same department or area apply to schedule banked leave and both/all cannot be accommodated, those Faculty Members who have not previously taken banked leave shall have priority in order of seniority. The remaining faculty will be given priority the following semester.
- (f) To ensure the stability of a program, department, or College, the Faculty Member requesting banked leave may be requested to work with the department chair and Division Dean to arrange for appropriate substitute coverage.
- (g) If a banked leave is taken in a semester adjoining a semester in which the Faculty Member is taking a sabbatical leave, the combined leave shall not exceed two consecutive semesters.

- (h) Any Faculty Member who has accumulated banked overload credit through the Spring 2011 semester shall have that overload credit made subject to these provisions.

(3) Cashing Out Banked Overload Credit.

- (a) Once a Faculty Member has made an irrevocable election for workload banking, the Faculty Member shall not be entitled to be paid for accumulated banked overload credit (cashing out) except under one of the following circumstances:
 - 1. Retirement;
 - 2. medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
 - 3. termination (dismissal for cause), or release from probationary status;
 - 4. compelling financial reasons (subject to approval by the Vice Chancellor of Human Resources);
 - 5. death.
- (b) When a Faculty Member is cashed out, the rate of pay shall be at the contractual rate of pay at the time the banked overload credit was earned. Cashing out of accumulated banked overload credit shall only be for the entire accumulated banked overload credit. All such requests authorized by the District shall be paid within 30 days.

Section 11.4. Loading Factors. Course Outline of Record. The course outline of record identifies the lecture and non-lecture elements of each course and will be used for the purpose of determining the **load distribution** for each course.

Section 11.4.a. Lecture Hour. A lecture hour is an hour of class time primarily devoted to lecture and is loaded at a one to one (1:1) load factor.

Section 11.4.b. Non-lecture Hour. A non-lecture hour is defined in terms of proportional lecture hour. Non-lecture hour assignments are weighted in terms of lecture hour equivalencies as .85 for all non-lecture assignments as identified in the official course outline of record.

Section 11.4.c. Large Classes. Large classes shall be defined as those having enrollment of more than 54 students. The following conditions apply:

- (1) Large classes must be pre-approved and scheduled by the Dean.
- (2) Faculty Member preferences will be taken into consideration in making such assignments.
- (3) The workload shall be determined by the enrollment at census date of that class.
- (4) During summer school and intersession, the workload shall be determined by the enrollment of a class when 20% of the total class hours have been completed or at census, whichever comes first. Compensation for full-time instructors shall be at the rate of 1/1000th for lecture and non-lecture teaching assignments, with hours of instruction weighted according to the loading factors set forth in this Section.
- (5) The credited lecture equivalencies for large classes shall be as follows:
 - (a) 55-84 students = 1.50 times lecture hour equivalents.
 - (b) 85-129 students= 1.75 times lecture hour equivalents.
 - (c) 130-239 students = 2.00 times lecture hour equivalents.
 - (d) 240-359 students = 2.50 times lecture hour equivalents.

- (e) 360-479 students = 3.00 times lecture hour equivalents
- (f) 480-599 students = 3.50 times lecture hour equivalents
- (g) 600-719 students = 4.00 times lecture hour equivalents
- (h) 720-839 students = 4.50 times lecture hour equivalents
- (i) 840 or more students = 5.00 times lecture hour equivalents

Section 11.5. Categorically Funded Positions.

Section 11.5.a. Faculty Members initially employed in categorically-funded positions shall be governed by the requirements of Education Code Section 87470 in their employment relations with the District.

- (1) Such Faculty Members shall be entitled to the rights and protection guaranteed by the Agreement except as otherwise indicated.
- (2) The District will compensate (salary and fringe benefits) such Faculty Members in accordance with the salary schedule and benefits package outlined in this Agreement.

Section 11.5.b. Contract and Regular Faculty Members may be assigned to categorically-funded positions provided there is no increase in work load above that which would be assigned to any non-categorically-funded employee performing the same tasks. (Salary and benefits to remain unaffected.)

Section 11.5.c. No Contract or Regular Faculty Member will be transferred or assigned to a categorically-funded program without that Faculty Member's consent if the program in question requires an additional work load which is in excess of that which would normally be expected of a non-categorically-funded employee. (Exception: such a Contract or Regular Faculty Member may be transferred to a position of this nature in order to avoid layoff of that Faculty Member.)

Section 11.5.d. Contract and Regular Faculty Members in layoff status may be recalled to categorically-funded positions on a temporary basis and may be assigned in accordance with the compensation and work load requirements agreed to by the District and the outside agency. Faculty Members in layoff status will have the opportunity of first refusal in such cases.

Section 11.5.e. Faculty Members in categorically funded positions whose first employment with the District is for less than one (1) semester shall, for that period of employment, be evaluated as if they were first year contract employees if the designated administrator deems evaluation necessary. The evaluation(s) shall be concluded before their contract has elapsed.

Section 11.5.f. Affiliated Faculty Instructors (AFIs).

- (1) AFI's will be required to participate in all obligations required of full time faculty as outlined in the existing bargaining agreement.
- (2) Memorial Health Services (or other accredited hospital/health agencies) will assume sole and full responsibility for all compensation, medical benefits, worker's compensation, and all forms of insurance typically provided by the agency employer for AFI's employed by them, while they are working in the District.
- (3) The District will pay the agency fee amount for each AFI annually. The schedule of payment will be on December 1st for each academic year of employment.

Section 11.6. Clinical Assignments.

Section 11.6.a. Clinical work experience (non-directed clinical) shall be loaded as (1) lecture hour equivalency for each five (5) students or .20 LHE/student.

Section 11.6.b. Medical facilities supervision (directed clinical) shall be loaded as non-lecture hours. Shifts of less than eight (8) hours shall be prorated.

Section 11.6.c. For required orientation at clinical sites, the instructor shall be compensated at the contract daily rate or by released time.

Section 11.6.d. For required classes running for more than 110 minutes, the Faculty Member shall have a fifteen-minute break after each 110-minute segment.

Section 11.6.e. On-site clinical assignments can exceed 9 hours with a maximum of 13 hours on any one day. For shifts exceeding 9 hours, the following conditions will apply:

- (1) Each shift will include a ½-hour paid lunch period and two 15-minute breaks.
- (2) Unless otherwise agreed to by both the faculty member and management, at least 12 hours will elapse between the end of the shift and the start of the assignment for the following day.
- (3) The minimum 12-hour period required between the end and start times of successive shifts shall not apply when either shift, or any portion thereof, is designated as an assigned overload.
- (4) Shift assignments will be made taking into consideration both program needs and instructor preference.

Section 11.7. Other Loading Factors.

Section 11.7.a. Cooperative Work Experience and Internship Academy. A Faculty Member teaching cooperative work experience or internship academy will be paid based on five (5) students per lecture hour equivalency (.20 LHE/student).

Section 11.7.b. Learning contracts for Independent or Individualized study (i.e. Music 290 and directed study courses with numbers 291, 292, 293, 294, 295) shall be loaded at .5 LHE/student and factored by the non-lecture hour equivalency as weighted in Article 11.4.b.

Section 11.7.c. The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour equivalency for each group of up to seventy (70) students. English composition shall be loaded at one half this ratio.

- (1) Telecourse Instructors, who are assigned as part of their regular teaching load, will administer examinations, present review sessions, prepare prescriptive feedback and complete other duties in lieu of the office hour requirement as spelled out in Section 1 of this Article.
- (2) Telecourse Instructors on overload assignment will be paid at the overload rate for each hour of participation in review sessions, the administration of examinations, and any other required duties which cannot be fulfilled during designated carrel hours.

Section 11.7.d. The Federation shall be advised of changes in the telecourse delivery system adopted by the District which result in workload increases. Such increases will be subject to negotiations between the Federation and the District.

Section 11.8. Counselors.

Section 11.8.a. Counselors. Assignments for full-time counselors shall be thirty-three (33) hours and forty-five (45) minutes (33.75) per week of counseling activity per week directly with students, including counseling service which is provided to a student or students, workshops, and individual or group counseling. Counseling assignments for Faculty Members who are also engaged in program related activities as agreed upon by the unit administrator and counselor shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 1.a. of this Article in addition to the assigned hours. Counselors may provide distance-based online synchronous (real time) counseling services, as appropriate, upon Faculty Member's request and designated administrator approval. Such assignments may also be made by the designated administrator with the approval of the Vice President if the needs of the program dictate.

Section 11.8.b. Counseling assignments for Faculty Members who are also engaged in instructional activities will be on a proportional basis (including one hour of preparation for each hour of lecture instruction, reducing counseling hours accordingly).

Section 11.8.c. The work year for all counselors is 195 days (two semesters plus twenty days). The annual assigned hours are computed as follows: Duty days - Monday through Friday minus negotiated holidays within the Fall and Spring semesters times six (6) hours and forty-five (45) minutes (6.75), plus twenty (20) days outside of the Fall and Spring semesters times six (6) hours.

- (1) The scheduled days shall occur anytime during the fiscal year, July 1 through June 30. Counselors shall be compensated from the "QQ" salary schedule.
- (2) The twenty (20) additional days outside of the two (2) semesters shall be requested by the counselor for approval by the designated administrator. The administrator shall not arbitrarily disregard such preferences. If mutual agreement is not reached, the administrator shall determine the schedule. At the request of the affected Faculty Member, the administrator will put in writing the reasons for the schedule, and forward the response to the affected Faculty Member with a copy to the Federation. If the Faculty Member is still concerned, he/she may appeal to the appropriate Vice President.
- (3) Counselors may utilize exchange days for assigned days. An exchange day is defined as a duty day in lieu of a scheduled equivalent day. The District has the authority to approve the schedule of work days assigned to counselors within the work year of two semesters plus 20 days and to allow or disallow requests for "exchange days." Counselors may carry over unused exchange days to subsequent academic years. There shall be neither a limit to the number of exchange time hours that can be accrued, nor shall there be a limit to the number of hours that can be carried over to subsequent academic years.

Section 11.9. Librarians/Tutorial Center Faculty.

Section 11.9.a. Assigned weekly hours for these Faculty Members shall be thirty-three hours and forty-five minutes (33.75) per week directly with students. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Faculty Members who are also engaged in program related activities except classroom teaching, as agreed upon by the unit administrator and the Faculty Member, shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 1.a. of this Article, in addition to the assigned hours.

Section 11.9.b. The work year for these Faculty Members will be the two semester academic year, except that they may agree with the designated administrator to exchange academic year contract days for other days.

Section 11.10. Instructor of Record for Self-Paced Mathematics.

Section 11.10.a. Assignments for Self-Paced Mathematics Instructors shall be loaded at (0.75), including service which is provided to students in individual and group settings.

Section 11.11. Lunch Periods. Counselors, Librarians, Tutorial Center Faculty and Program Coordinators shall be scheduled for a one-hour (1) lunch period, except that the designated administrator may reduce the lunch period to a period of no less than thirty (30) minutes duration for reasonable cause. The lunch period may be eliminated if requested by the Faculty Member and agreed to by the designated administrator. Health Science Instructors assigned to a Clinical Facility for five (5) hours or more a day will receive a one-half (1/2) hour paid lunch period.

Section 11.12. Athletic Coaches.

Section 11.12.a. Faculty Members who are assigned to coach athletic teams will receive ten (10) hours of assigned time for the coaching duties. Such assigned time shall include the hours of class credit for the sport.

Section 11.12.b. If a coach, with the approval of the Designated Administrator, schedules practice sessions or athletic contests prior to the beginning of the fall semester, or during the winter recess or intersession, or during the spring recess, such coach will be compensated at the per diem rate set forth in Section 13.10 of this Agreement.

Section 11.12.c. Faculty Members who are assigned to coach a college-approved sport shall receive a stipend equal to 8% of Column III Step 1 of the faculty salary schedule. This stipend will be paid on December 1 for fall sports and on May 1 for spring sports to each coach who performs the service. This stipend does not apply to any Faculty Member who is on a twelve-month contract unless he/she coaches a second sport.

Section 11.13. Performance Reassigned Time. A Faculty Member assigned to direct a performing group as a part of a performing arts course will receive 16-2/3 percentage (or 2.5 LHE) percentage of reassigned time during the semester.

Section 11.13.a. Forensic Coaching. The Orange Coast Forensic Team coaching will receive a total of twelve (12) lecture hour equivalencies per semester, to be apportioned among participating Faculty Members by the designated Administrator.

Section 11.13.b. Dance. The Orange Coast Rehearsal and Performance course will receive a total of 16-2/3% reassigned time to be apportioned among participating Faculty Members by the designated Administrator.

Section 11.13.c. Other Groups. Reassigned time for any other performing group will be negotiated between the District and the Federation.

Section 11.14. Class Size.

Section 11.14.a. The District will establish appropriate minimums for class size. Prior to the first class meeting, a class may be canceled for failure to meet the appropriate minimum class size. Subsequent to the first class meeting, a class that fails to have minimum class size may not be canceled until after the second class meeting or seven (7) days unless mutually agreed upon by the Faculty Member and the designated administrator.

Section 11.14.b. No change in the class size minimums will be made without providing the President of the Federation with at least thirty (30) days written notice. The District shall consult with the Federation, upon request, respecting any such intended change.

Section 11.14.c. A Faculty Member assigned to large group instruction against the Faculty Member's wishes will, upon request, be given written explanation on why the assignment was made.

Section 11.15. Team Teaching. When the District requires two (2) or more instructors to be present during the same class hour of instruction, each instructor will receive full credit for each hour, provided that when the class is a large lecture class, as defined in Section 8 of this Article, the total lecture hour equivalencies will be divided equally among the instructors engaged in such team teaching with a minimum of one (1) hour being paid each instructor for each class hour.

Section 11.16. Program Coordinators and Reassigned Time. In the collegial governance of the District, Faculty play an important leadership role which may sometimes best be facilitated by reassignment from the regular assignment including but not limited to Program Coordinators. When a Coordinator assignment has a defined term it shall be compensated through reassignment and/or stipend; however, in cases when the Faculty Member has been hired to serve as a Coordinator the term “reassigned time” will not apply since it is the Faculty Member’s regular assignment.

When working conditions of reassigned positions are not otherwise covered in the bargaining unit agreement, the parties shall negotiate those working conditions prior to filling the position.

All activities determined by the District to require reassignment of faculty from their regular assignment shall be fully described in writing and will include the requirements to serve, selection procedures, terms of service, and handling of vacancies. Such assignments may be project based, and are designed to assist managers by coordinating the work flow but not supervising others to accomplish a specific task. Faculty Members shall not be required to accept such assignments. Announcements shall be circulated 20 days prior to filling an assignment. Prior to the announcement of any reassigned position, the administration shall make available to the Academic Senate a list of required duties.

One (1) LHE reassigned time equals two point twenty-five (2.25) hours per week or 36 hours per semester.

Faculty members on full reassignment for a 16-week semester have thirty-three hours and forty-five minutes (33.75) assigned per week. Faculty Members on full reassignment for an 18-week semester have thirty (30) assigned hours per week. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Other professional activities shall be performed as defined in Section 1.a. of this Article, and are in addition to the assigned hours.

Faculty Members with a two semester contract may agree to work additional days at the contract daily rate, or to exchange academic year contract days for other days with prior approval by the designated administrator.

Reassignments of one (1) academic year or less. The selection process for such assignments shall be made by Management in consultation with the Academic Senate. Should there be a need for the position to continue for more than one academic year the provisions below shall apply:

Reassignments of more than one academic year. The selection process for such assignments shall be made by the Academic Senate in consultation with Management. If the Academic Senate determines that an election would be beneficial, the election shall be conducted in accordance with the same procedures established for department chairs. (Section 10.3.d.)

Section 11.16.a Regular faculty shall be eligible to serve in such positions. Temporary full-time and non-tenured categorical faculty are eligible to serve up to 30 LHE reassigned time, in any two-year period. Part-time faculty are eligible to serve up to twenty (20) LHE in a Coordinator assignment, in any two-year period. Tenure track faculty are eligible to serve up to a total of 30 LHE during their tenure track period.

The Federation and the District agree to address exceptions to the above language on a case by case basis.

Section 11.17. Department Chairs.

Section 11.17.a. Compensation and/or Reassigned Time.

- (1) The District shall grant reassigned time for those persons elected to serve as department chairs or,
- (2) The District shall pay Faculty Members LHE based stipends to perform the duties of a department chair. Compensation for these assignments is defined annually on the Faculty special rate sheet.
- (3) Combinations of (1) and (2) above are permitted.
- (4) The compensation (reassigned time and/or stipend) to be provided shall be announced by the responsible Administrator after consultation with the division/department faculty and prior to the nomination of candidates to serve as a department chair. (See Article X, Section 10.3.d.3). The compensation and/or reassigned time shall not be diminished during the term of a department chair.
- (5) For every LHE of reassigned time or stipend compensation granted, the department chair shall be assigned no more than thirty-six (36) hours of work per semester.

Section 11.17.b. Overload Assignments.

- (1) Faculty Members who receive only reassigned time in accordance with Section 11.17.a.1. above, are entitled to work an overload assignment in accordance with this contract.
- (2) Faculty Members who, in accordance with Section 11.17.a.2. above, receive a stipend for their assignment as department chairs, may work in an overload capacity such that the combination of the department chair stipend and overload assignment does not exceed the guidelines outlined in Section 11.3.d. of this Agreement.

Section 11.18. Cosmetology

Section 11.18.a. The Golden West College Cosmetology Faculty Members' work schedule shall be 210 days (two semesters plus 35 days) on an 18-week calendar. Compensation for additional duty days beyond the 175-day contract (Schedule AA) for 210-day contract faculty will be prorated in the same way that 195-day (Schedule QQ) contracts are calculated.

Section 11.18.b. Final Exam Schedule. At the end of the first nine weeks and second nine weeks of each regular semester:

- (1) Classes on Monday of the ninth week shall meet as normally scheduled, except that the afternoon classes shall be taught by part-time faculty.
- (2) With the exception of the Esthetician courses, classes shall not meet on Tuesday of the ninth week. The Tuesday Esthetician classes shall be taught by part-time faculty.
- (3) Classes shall meet as usual Wednesday through Friday of the ninth week.
- (4) Clients shall not be served on Monday or Tuesday of the ninth week.
- (5) Faculty Members shall meet on Monday afternoon of the ninth week to determine grades for classroom and/or laboratory activities.
- (6) Tuesday of the ninth week shall be set aside for Cosmetology Faculty Members to use in the same manner as faculty of other disciplines use "student free" days during final exam

weeks.

- (7) Cosmetology Faculty Members shall not be paid for overload assignments which fall on Monday or Tuesday of the ninth week unless the Faculty Member normally meets that overload class assignment on Monday morning.

Section 11.19. Academic Senate. Each Academic Senate shall receive 1.6 FTE released time per academic year. Academic Senate Presidents will receive forty-eight (48) hours of compensation (sixteen hours per month, June, July, and August) at 1/1000th hourly rate for their summer assignment. If the District offers an assignment to the Presidents of the Academic Senate during the summer of any year, the CFE and the District agree that the hourly compensation shall be the 1/1000 hourly salary in which the president earns during the regular year preceding the year of the assignment. This is would be on a voluntary basis and would not be required. This assignment could be split between the presidents of each college.

Section 11.20. Federation President. The Federation President's work schedule shall be 195 (two semesters plus 20 days). Compensation will be determined by Schedule QQ.

Section 11.21. Beepers and Cellular Phones. The District shall not require a Faculty Member to carry a beeper, cellular phone, or radio except while on assigned duties.

ARTICLE XII. WORKING CONDITIONS AND DUTIES.

Section 12.1. Safety. The District shall take reasonable steps to provide Faculty Members with safe working conditions, pursuant to the requirements set forth in this agreement and pertinent provisions of Title 8 of the California Code of Regulations and any other applicable law. Faculty offices and classrooms shall be secured with doors that can be locked from the inside in the event there is an active campus safety threat.

Education, prevention, protection and communication plans for active campus safety threats will be created and disseminated to all faculty by the college and updated regularly. Faculty Members are required to comply with all safety regulations and applicable law. In addition, Faculty shall take training as required by law, including training required for their specific discipline.

Each College shall form a Safety Committee which includes an equal number of Administrators, Faculty, Classified Staff, and Students. The Faculty Members shall be appointed by the Academic Senate; however, the Federation shall appoint one of those Faculty representatives in accordance with Section 5.17. Such committee shall make recommendations to the College President. In addition to the foregoing, the District and colleges shall develop a disaster preparedness and emergency response team in accordance with District policies, procedures, and applicable law.

In order to ensure the safety of faculty, staff, students, and the community, the District in consultation with each of the colleges' safety committees, may require that all full-time Faculty Members participate in up to six (6) hours of compliance training annually (to be completed within their duty days) in areas such as risk and safety, emergency preparedness and emergency response training. Said training will be provided in a variety of modalities. Faculty will be provided an opportunity to demonstrate competency in lieu of the training. On-site training will occur during the regular semester's work week (Monday through Friday) at a time and location specified by the District.

Section 12.2. Offices. Each full-time Faculty Member will be provided with a secure office area equipped with a desk, a desk chair, available guest seating, a lockable file cabinet, shelving, a computer with standard District software, internet access, a telephone, and access to a FERPA compliant printer.

All part-time faculty members at all campus sites and all full-time faculty members who are teaching away from their regular campus site shall be provided access to a designated common office area equipped with a desk, a desk chair, available guest seating, an area to meet confidentially with students, a file cabinet for temporary storage, shelving, a computer with standard District software, internet

access, a telephone, and access to FERPA compliant printer.

Section 12.3. Communication Resources.

Section 12.3.a. The District will also provide each Faculty Member with a telephonic messaging service as well as an e-mail account and other communication resources. Faculty Members are encouraged to use the District-provided e-mail and/or other electronic communication resources to transmit messages to others within the District. There may be times when the Faculty Member may choose to use non-district e-mail accounts and communications resources. The final determination as to which e-mail accounts and communications resources Faculty Members use shall be at the Faculty Member's professional discretion.

Section 12.3.b. Within the Faculty Member's duty days, Faculty Members are encouraged to check and respond to telephone messages left on their college voice mail, to e-mails sent to their college e-mail addresses, and check their campus mailbox, all in a timely manner.

Section 12.4. Access.

Section 12.4.a. Each Faculty Member will be provided with keys and/or access devices to the Districts' building(s), office(s), classroom(s), and work station(s) to which the Faculty Member is assigned on a continuing basis. Each college shall establish reasonable procedures for obtaining authorized keys and/or access devices. There will be no cost to the Faculty Member for the initial keys and/or access devices. Each Faculty Member shall be responsible for all keys and/or access devices issued and shall incur the actual cost of any replacements, provided that replacement costs shall not exceed those customarily charged by professional locksmiths in the community.

Section 12.4.b. Faculty Members are expected to lock any facility that they have unlocked and to restore or otherwise secure equipment and supplies when they have finished using a facility.

Section 12.5. Protection of Faculty Member at Work.

Section 12.5.a. The District shall provide legal assistance to any Faculty Member who is the victim of an assault while such Faculty Member is acting in the discharge of the Faculty Member's duties.

Section 12.5.b. The District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment. No reimbursement shall be made by the District for an amount less than five (\$5.00) or more than one thousand (\$1,000.00). Eligibility, determination, subrogation, and exclusions are subject to Board Policy 040-15-2.

Section 12.5.c. The District shall notify affected Faculty Members of any known threats made by any person specifically against the health or safety of such Faculty Member.

Section 12.6. Participation of Faculty Members in College Meetings. Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) College-wide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

Section 12.7. District-provided Materials. The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

Section 12.8. Emergency Medical Treatment. The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for

students.

Section 12.9. Field Trip Transportation. Faculty Members shall not be required to transport students in their private vehicles, but may do so on a voluntary basis, in accordance with established District procedures and policies. Such use of private vehicles shall be within the scope of employment. Faculty Members who use their own vehicles for field trips, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private vehicle insurance will be the primary coverage. Proof of Insurance must be on file with the District.

Section 12.10. Transportation Reimbursement. If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

Section 12.11. Travel between Work Locations.

Section 12.11.a. If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section 10.

Section 12.11.b. If a Faculty Member is authorized to conduct necessary college business in a location other than their primary assignment site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance traveled to the off campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section 10 of this Article.

Section 12.12. Graduation Ceremonies. Each year fifty percent (50%) of the Full-Time Faculty Members of each College, selected on a rotating basis, are required to participate in College graduation ceremonies. When such ceremonies are held outside of regular duty days, Full-Time Faculty Members attending shall be compensated at the Miscellaneous Non-Instructional rate unless they choose to participate on their non-required year. In the event that graduation ceremonies conflict with their contractual assignment Full-Time Faculty shall be excused from attendance at such ceremonies.

Part-Time Faculty who are required to attend graduation ceremonies will be compensated at the Miscellaneous Non-Instructional Rate.

Section 12.13. Schedules.

Section 12.13.a. Schedule Development-All Terms. Faculty Members shall be given the opportunity to provide input in the process of designing the schedule through their Department Chairs. If there is no Department Chair, faculty shall provide input through the Department Coordinator. If there is no Department Coordinator, faculty shall provide input directly to the appropriate administrator. The final decision regarding the schedule shall be made by the administration, taking into consideration the needs of the college, instructional programs, faculty, staff, and students. However, Administrators may subsequently consider adjustments to the schedule based upon faculty scheduling preferences.

Section 12.13.b. Fall and Spring Faculty Assignment Preferences: Load for Full-Time Faculty Members shall be assigned first. Faculty Members shall be provided no less than two weeks notice to present their scheduling preferences in writing on the form in Appendix I, or on other mutually approved forms. The Faculty Member shall be notified of the tentative assignment at least three (3) weeks before the end of the preceding semester. Changes after this time may be necessary. In the

event changes are made, the Administrator will first consult with the Faculty Member as soon as possible before a change is made.

The Administrator shall not arbitrarily disregard the Faculty Member's preferences. The designated Administrator shall take into consideration the Faculty Member's preference in making scheduling assignments including any accommodation under the Americans with Disabilities Act for themselves or another Faculty Member's disability accommodation. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the preference, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the schedule with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President.

Section 12.13.c. Overload, Summer, Intersession Assignments: Overload, Summer, and intersession assignments shall first be given to full-time faculty before part-time faculty.

Individual faculty members may request courses according to the process below. The Administrator shall not arbitrarily disregard the Faculty Member's selection. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the selection, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the denial of the selection with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President. The cost differential between compensation for full-time faculty and part-time faculty is not to be the basis for denying overload and/or summer assignments to full-time faculty who request them.

A request for an additional assignment(s) during fall/spring semester, intersession or summer will be made according to the following process:

- (1) A list of full-time faculty members was originally created by assigning a number to each full-time faculty member by seniority in the department prior to the first scheduling session.
- (2) The list determines priority during each scheduling session for extra assignments. In the first round, the full-time Faculty Member at the top of the list requests the first assignment, or a combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE. The next full-time Faculty Member on the list then selects any available extra assignment, or combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE and so forth. When a full-time Faculty Member selects up to three (3) LHE or one (1) class that is greater than three (3) LHE he/she drops to the bottom of the list. When full-time Faculty Members pass or select less than three (3) LHE or select less than an accumulation of three (3) or more LHE, they retain their position on the list for the next scheduling period.
- (3) A full-time Faculty Member may, if qualified, be on more than one (1) rotation department list at their home college. The Federation and the District agree to address exceptions not equitably dealt with by the above language on a case-by-case basis.
- (4) When all full-time Faculty Members on the list who want an extra assignment have made a selection, a second round begins for any additional assignments up to the maximum overload. When all full-time Faculty Members have completed the selection procedure, the scheduling session shall be declared closed. Remaining classes may then be assigned to part-time Faculty. If additional sections become available, the scheduling session will be reopened. The department chair or Dean will notify all full-time faculty who are eligible to take additional overload of the section(s) available and solicit their interest, with a deadline to respond. Sections will be assigned according to the full-time Faculty Member's place on the list unless there is insufficient time before that class begins. If the scheduling session is reopened it will be closed when these assignments are completed. When a new scheduling session begins, the list starts where the prior scheduling session ended.

- (5) If the compilation of a contract load results in an assignment of more than 15 LHE but less than 18 LHE, that overload will not count as a turn in the overload selection process. If the compilation of a contract load results in an assignment of 18 LHE or more, that overload will count as a turn in the overload selection process. In either case the overload LHE will count towards overload assignments as indicated in Section 11.3.d.
- (6) The following circumstances will not be permitted between or among Faculty Members: trading, exchanging, gifting, or transferring of extra assignments during any scheduling session.
- (7) Full-time Faculty Members who resign or retire are removed from the list, and new full-time Faculty Members shall be added at the end of the list. Full-time Faculty Members who obtain new FSAs, upon request, may be added at the end of the list. Otherwise, the list remains unchanged.

The full-time Faculty Member shall be notified of tentative overload, summer school, or intersession assignments at least three (3) weeks before the end of the preceding semester.

Section 12.13.d. Preparations: A Faculty Member shall not be required to accept more than three (3) new teaching preparations in a single semester, nor more than five (5) in an academic year. For the purposes of this Section, a course previously taught by a Faculty Member shall be considered a new preparation if more than five (5) years have passed since it was last taught by that Faculty Member.

Section 12.13.e. Part-Time Faculty Priority Assignments

- (1) The intent of establishing Part-Time Faculty Priority Assignments is to provide a degree of rehire security to part-time faculty members who have had an ongoing history of satisfactory evaluations. Priority assignments are for the fall and spring terms only. Part-time priority assignment rights shall be implemented in the 2018-2019 academic year. Both parties agree to reopen this article no later than the Spring 2019 term and assess any related impacts including but not limited to workload for faculty schedulers using the Priority Assignment List (PAL), program design, and the ease and accessibility of the data needed to support the Priority Assignment List (PAL).
- (2) The District shall create an annual Priority Assignment List (PAL) to be provided to all department chairs/schedulers by the fifth Monday of the Spring semester to be used for assigning part-time faculty for the following academic year. The purpose of the PAL is to provide a stable minimum LHE or service hours based on length of service to the College. Placement on the PAL does not guarantee an assignment or specific courses. Assignments are based upon the overall availability of classes or service hours which could be increased or reduced at any time due to fiscal constraints, the hiring of full-time faculty within the discipline, or other provisions as outlined within this Article.
- (3) In order to provide timely placement on the PAL, evaluations must be completed within the first term of employment and every six semesters thereafter. Evaluations of part-time faculty may also occur as needed and at the discretion of the dean or department chair.

Section 12.13.f. Eligibility

- (1) Part-time faculty hired after the date of this agreement will be eligible to be placed on PAL after they have completed six (6) semesters (Fall/Spring) of service within a four (4) year period within a specific discipline, and whose most recent evaluation has been satisfactory within those six (6) semesters at a particular college, will become eligible to be placed on the PAL in that discipline.
- (2) Current part-time faculty members who have not completed six (6) semesters of service

within a four (4) year period within a specific discipline and whose most recent evaluation at a particular college has been satisfactory, will become eligible to be placed on the PAL in that discipline at that College once they have completed their sixth (6th) semester.

- (3) Current Part-time faculty members who have completed six (6) or more semesters of service within a four (4) year period within a specific discipline and whose most recent evaluation at a particular college has been satisfactory will become eligible immediately to be placed on the PAL in that discipline at that College.
- (4) Part-time faculty members who are currently in their sixth (6th) semester at the time that this agreement goes into effect and have not received an evaluation will be given an evaluation within one semester of this agreement.
- (5) In addition to the eligibility requirements in sections 1-4 above, maintaining eligibility on the PAL also requires completion of two hours of District mandated online or in-person training once every two years. The mandated training will be related to Unlawful Discrimination Prevention, Sexual Harassment Prevention, and/or Title IX.

12.13.g. Initial Determination of Ineligibility

- (1) Part-time faculty members whose most recent evaluation is unsatisfactory shall not be placed on the PAL. These faculty may request a meeting with the Dean to discuss the evaluation in accordance with Article VIII, Section 8.4.g. Faculty receiving an unsatisfactory evaluation before Fall 2016 will be reevaluated before determination of PAL eligibility.
- (2) Part-time faculty who receive a Needs to Improve rating on their most recent evaluation shall be assigned no more than one class or no more than 6.75 hours per week for the following semester, and a follow-up evaluation will be conducted in accordance with Article VIII, Section 8.4. Faculty receiving a Needs Improvement rating will be reevaluated before determination of PAL eligibility.
- (3) Part-time faculty with fewer than six (6) semesters (Fall/Spring) at one college within a four (4) year period shall not be placed on the PAL.
- (4) Part-time faculty without an assignment for over 15 months shall not be placed on the PAL.
- (5) Classified employees and managers will not be placed onto the PAL but will be considered for assignments after PAL assignments have been offered.

12.13.h. Initial Placement

- (1) There is a PAL for each individual college. PAL placement is based on the first day of work in an academic semester as a part-time faculty at that college.
- (2) Part-time faculty who teach or provide service hours at more than one college will be placed on the PAL based on their first date of work at that college.

12.13.i. Load Determination

- (1) Minimum Eligible Load (MEL) refers to the number of LHE or service hours for initial placement and does not guarantee specific courses.
- (2) Minimum Eligible Load (MEL) shall be 6 LHE or 13.5 service hours.
- (3) Process:

- (a) Step one, the Dean or their designee shall assign MEL to part time faculty in order of their placement on the PAL and the part-time faculty stated availability.
 - (b) Step two, part-time faculty have one (1) week to accept all or part of their assignment. Failure to accept an assignment within the one week may result in the loss of offered LHE or service hours.
 - (c) Step three, all unassigned LHE or service hours shall be assigned by the area Dean or designee with consideration given to faculty on the PAL.
- (4) Assignments may be based on the following:
- (a) Class or service type/modality (including but not limited to online, hybrid, on-campus, and dual enrollment)
 - (b) Availability of the part-time faculty to teach the course or provide the service.
 - (c) Expertise:
 - i. Instruction: recency, subject matter, and course content
 - ii. Services: recency and areas of specialization (including special populations).
- (Expertise is a standard which exceeds minimum qualifications)
- (d) Fulfillment of the College's online teaching requirements.
 - (e) Adherence to professional responsibilities as outlined in the evaluation process and forms (Appendix B).
 - (f) maintaining an OER course

12.13.j. Part Time Preferences

- (1) Part-time faculty shall be given no less than two (2) weeks to provide their scheduling preferences which should include day and time of availability, course preferences, specialized expertise and delivery mode.
- (2) Every effort shall be made to notify the part-time faculty member of their tentative assignment no later than two (2) weeks prior to the end of the preceding semester. The administrator will consult with the faculty member as soon as possible before a change is made. Exceptions to this notification process may occur and are not subject to the grievance process.

12.13.k. Bumping

Part-time faculty may be bumped in the event a full time faculty member cannot make their base load.

Section 12.14. Classroom Management. Faculty Members shall have the authority and/or responsibility for,

- a. assigning grades to students and maintaining records required by external agencies. Faculty are also required to use the online drop roster to verify student enrollment, record no-shows, and drop students who did not drop themselves. All no-shows must be recorded immediately after the first class meeting. For online classes, no-shows must be dropped by the day before census date of the class. Faculty shall drop students who stop attending classes and record

the date of last attendance. Faculty will check their drop rosters within seven days after being notified and will record the last date of attendance of students who drop themselves. In addition, faculty are required to record the last date of attendance for all students who receive an "F" or any type of "W." Student grades and last date of attendance for students earning an "F" or any type of "W" will be submitted online in a timely manner following deadlines and guidelines provided by the colleges.

- b. determining appropriate student assignments,
- c. determining appropriate instructional techniques and aids, and
- d. A paper or electronic syllabus, including Course Grading Criteria, individual instructor drop policy, instructor contact information, and consequences on violating the college's Academic Honesty Policy shall be provided to students no later than first day of class. Providing a link to the college's Academic Honesty Policy is acceptable. The syllabus must be submitted to the Division Office by the end of the first week that the class meets.

For distance education courses, the syllabus will also specify how and when regular and substantive interaction between faculty and students will be achieved in accordance with federal law and regulations. For distance education courses, the syllabus will be made available to students in the learning management system at the beginning of the class.

The District shall not, without reasonable and sufficient cause, preempt the authority of the Faculty Member in the classroom.

Section 12.15. Parking. Each Faculty Member will be provided one (1) staff parking permit in accordance with Board policy (040-13). Parking privileges will be District wide. The District shall clearly mark "STAFF" parking spaces at each college campus.

Section 12.16. International Assignments. All Study Abroad RFP's and Contracts shall be forwarded to the Federation for review when submitted to the Board of Trustees.

ARTICLE XIII. COMPENSATION.

Section 13.1. Full-time Faculty Members shall be compensated on the basis of the Faculty "AA" and "QQ" salary schedule set forth in Appendix A of this Agreement. The salary schedule is based upon compensation for a full academic year on a full workload basis as set forth in Article XI, Hours of Service. A Faculty Member whose assignment is for less than one hundred percent (100%) of a full load, or who serves less than a full year, shall be compensated on a pro rata basis. Faculty Members shall be assigned to scales I, II, III, IV, and V, based upon the requirements herein described.

Faculty Members who qualify for the Doctoral Stipend on the Full-Time Faculty Salary Schedules shall automatically be initially placed on Column/Scale V of the AA and QQ salary schedules.

Faculty Members hired for a fifty percent (50%) to sixty-seven percent (67%) load subsequent to the ratification of this Agreement shall be placed on the Part-time Salary Schedule "BB" and shall be considered to be part of the CFE bargaining unit. Said Faculty Members shall have the option to purchase the benefits program subject to Article XX. Current Faculty Members employed under proportionate contract shall continue in force if continuously employed.

Scale I

- (a) Bachelor's degree or valid teaching credential, or
- (b) Encumbered "Class A" Vocational Credential, or
- (c) Encumbered Standard Designated Subject Area (Vocational) Credential, or
- (d) Meets minimum qualifications or equivalency.

Scale II

- (a) master's degree and/or valid teaching credential, or
- (b) Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or
- (c) California Community College Credential and meeting California State Plan for Vocational Education, or
- (d) Valid credential and completion of 30 semester units after receipt of bachelor's degree, or
- (e) Completion of 30 semester units after receipt of Encumbered "Class A" Vocational Credential or Encumbered Standard Designated Subject Area (Vocational) Credential, or
- (f) Same as (c) and (d) but with a combination of 30-semester academic and work experience units, at least 15 of which must be academic units.
- (g) Meets minimum qualifications or equivalency.

Scale III

- (a) 50 semester units subsequent to receipt of the bachelor's degree, or the Encumbered "Class A" Vocational Credential, or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of master's degree or "Class A" or SDS Credential), or
- (b) 20 semester units subsequent to receipt of master's degree or Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or
- (c) Same as (a) and (b) but with a work combination of academic and work experience units, at least half of which must be academic units.

Scale IV

- (a) 70 semester units subsequent to receipt of the bachelor's degree or the Encumbered "Class A" Vocational Credential or the encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of master's degree or Unencumbered "Class A" or SDS Credential), or
- (b) 40 semester units subsequent to receipt of master's degree or receipt of Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or
- (c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units.

Scale V

- (a) 90 semester units subsequent to receipt of the bachelor's degree or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of Master's degree or Unencumbered "Class A" or SDS Credential), or
- (b) 60 semester units subsequent to receipt of one of the following: Master's degree or Unencumbered "Class A" Vocational Credential; Unencumbered Standard Designated Subject Area (Vocational) Credential; bachelor's degree and the California Community College Credential and meeting the California State Plan for Vocational Education, or

- (c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units. (For Doctorate see Section 13.1.) All units for horizontal movement on the schedule must be upper division or graduate level, unless specifically authorized in advance.

Members of the faculty employed to teach in an occupational subject field as specified on the non-masters discipline list must obtain and maintain the teaching qualifications in compliance with provisions of the California State Plan for Vocational Education.

Vocational Faculty Salary Placement and Advancement

Scale I

B.A. plus 2 years or A.A. plus 6 years

- (a) meets minimum qualifications or
- (b) meets equivalency

Scale II

Completion of 30 units* plus

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

Scale III

Completion of 50 units* plus

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

Scale IV

Completion of 70 units* plus

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

Scale V

Completion of 90 units* including B.A., plus

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

*These units may be a combination of academic and Professional Improvement Program units, half of which may be the latter.

Section 13.2. Step and Scale Placement - Full-Time Faculty. The District shall place a newly employed Faculty Member at the appropriate step and column as determined by the District of the salary schedule, ("AA" or "QQ" Schedule) up to but not to exceed Step 7 of initial placement column. Applicable vocational full-time work experience for initial placement shall be factored, year for year, up to the current entry step placement. The Faculty Member shall be granted, in each subsequent academic year, one (1) increment step upon completion of at least seventy-five percent (75%) of the number of days of required service, until a maximum step allowed has been reached.

Section 13.3. Longevity Increments – Full-Time Faculty. A Faculty Member who has reached the maximum step on scale IV or V of the salary schedule (Appendix A of this Agreement), will advance to the first longevity increment step after having completed two (2) academic years at the maximum established. The Faculty Member will move to the next longevity increment step after having completed two (2) additional years following the granting of the first longevity increment step. Any following longevity increment steps will be granted after the Faculty Member has served three (3) additional academic years at each step.

Section 13.4. Salary Placement - Full-Time Faculty.

Section 13.4.a. Salary placement is determined by the office of the Vice Chancellor for Human Resources. Should an error be made in placement, such error shall be brought to the attention of the Vice Chancellor for Human Resources by the Faculty Member, in writing, within twelve (12) months from the date of the original incorrect payment. Failure to bring such an error to the attention of the Vice Chancellor for Human Resources waives all District liability for salary correction(s).

Section 13.4.b. Educational Administrators and staff members who are assigned a faculty position shall receive step placement on the faculty salary schedule for years of service rendered to the District, and for years granted for new Faculty Members from outside the District.

Section 13.5. 221-Day Faculty Contracts. Beginning July 1, 2009, the nine Faculty Members whose individual contracts previously provided for twelve month employment shall annually work a 221-day duty year assignment. Such Faculty Members shall be compensated for additional days beyond the 175-day contract (Schedule A) based on the contract daily rate for two-semester faculty. Faculty Members whose individual contracts provide for more than two semesters but less than twelve months of service will have their compensation prorated accordingly. Duty days for Faculty Members on more than two semester contracts will be in accordance with the Board-adapted calendar for such assignments. Faculty Members whose contracts exceed two semesters will receive holidays provided by the Board-adopted calendar.

The normal duty week, as defined by Section 11.1.a.(1), shall be reduced proportionately by assigned teaching load. If appropriate to work demands and based on agreement of the Faculty Member and the appropriate supervisor, a Faculty Member may work a flexible schedule, altering hours based upon departmental needs.

Other relevant sections of the bargaining unit agreement will continue to apply (excluding references to vacation). Finally, regarding these nine positions, upon the current Faculty Members' retirement or resignation, the District reserves the right to change the number of contract days for these positions.

Title	Functional Area/Funding Source	Campus	Faculty
Instructor/Coordinator	Instructional Research	CCC	E843
Instructor	Acquired Brain Injury Program	CCC	E22238
Instructor	Physical Education	GWC	E63889
Instructor	English Comp/PE	OCC	E17049
Instructor/Coordinator	Psychology	CCC	E6450
Counselor/Coordinator	EOPS	CCC	E1316
Librarian	Library Resources Center	CCC	E34365
Instructor/Coordinator	Special Programs & Services/ABI	CCC	E5108
Instructor/Coordinator	Developmentally Delayed Learner Program	CCC	E5542

Section 13.6. Summer and Intersession Assignments. Instructors assigned to teach in the summer

will be compensated for each hour of instruction, as weighted according to the loading factors set forth in Section 11.4., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth in the salary schedule of the previous academic year. Intersession will be compensated for each hour in instruction, as weighted according to the loading factors set forth in Section 11.4., at 1/1000th of the Faculty Member's annual salary as set forth in the current year salary schedule.

Section 13.7. Overload Pay.

Section 13.7.a. Faculty Members will be compensated for each hour of instructional overload assignment, as weighted according to the loading factors set forth in Section 11.4., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth on the salary schedule, with the maximum rate at step 5, scale IV.

Section 13.7.b. Maximum rate at step 5, scale IV, the instructional overload rate will be rounded up to nearest dollar.

Section 13.7.c. Instructors assigned to teach individualized study on an overload basis shall be compensated at the rate of 1/2000th of step 5 of scale IV, in the salary schedule (Appendix A of the Agreement) per student (semester) unit (one (1) student enrolled in one (1) unit work study class) based on the enrollment of the fourth week, and an additional 1/2000th per semester unit based on the tenth week enrollment. Instructors may not exceed a maximum of twenty-four (24) students per semester or seventy-two (72) student units per semester.

Section 13.7.d. Extra service non-instructional special assignments shall be paid at the per diem rate (see Section 13.10 of this Article). Assignments of less than eight (8) hours will be prorated.

Section 13.7.e. A Faculty Member approved for attendance at a conference shall receive compensation for any overload assignment if unable to meet the assigned class due to the distance of the site or conflicting time of the conference.

Section 13.7.f. Faculty special overload service performed as a reader/grader for the purpose of students writing/testing out of courses or prerequisite courses shall be compensated at the Miscellaneous Noninstructional rate. If the work occurs on a day other than the faculty member's contracted days a four-hour minimum rate will be paid.

Section 13.7.g. Military Contract compensation shall be paid at the hourly overload rate for every two students enrolled.

Section 13.8. Substitute Pay.

Section 13.8.a. Substitute assignments will be compensated at the overload pay rate as set forth in this Agreement. Each hour of instruction shall be weighted according to the loading factors set forth in Section 11.4.

Section 13.8.b. Faculty Members may agree to substitute for each other such that there would be no cost to the District. The designated Administrator must approve such arrangements in advance.

Section 13.8.c. The process for obtaining substitutes shall be determined by the dean in consultation with the Faculty Member.

Section 13.9. Payroll Deduction. Upon written authorization from the Faculty Member, the District shall deduct from the salary of such Faculty Member and make the appropriate remittance for annuities, credit union deposits, insurance, savings bonds, charitable donations or any other plans or programs for which deductions were authorized, as of the effective date of this Agreement or which the Board may approve in the future.

Section 13.10. Per Diem Pay. Faculty Members not covered by Sections 5, 6, 7, 8, 13, and 14 of this Article, who are assigned to duties on any day other than the Faculty Members' contracted days, as

provided in Section 11.1., will be compensated at the rate of 1/200th of step 5 of scale IV, in the salary schedule for each full day's eight (8) hour assignment. Assignment for less than eight (8) hours will be prorated, but no assignment will be less than four (4) hours.

Section 13.11. Contract Daily Rate. The contract daily rate is determined by dividing the Faculty Member's annual salary by the number of duty days established for the year.

Section 13.12. Counselors' and Librarians' Extra Service Pay. A counselor or librarian assigned to perform counselor or librarian duties, on any day in addition to the Faculty Member's contract days of service, as provided in Section 11.1., will be compensated at the contract daily rate. Assignments of fewer hours per day than specified in Sections 11.8 and 11.9, will be appropriately prorated. Assignments requiring less than three (3) hours, under this Section, will be compensated as though three (3) hours had been worked.

Section 13.13. Field Trips. A Faculty Member who conducts an authorized field trip on any day other than a regular duty day shall be paid the per diem rate, as provided in Section 13.10 of this Article, for each non-duty day during the trip. Intercollegiate athletic events, forensic matches, and appearances by performing groups, etc., are not considered to be field trips.

Section 13.14. Field Study. A Faculty Member who conducts an authorized field study on an overload basis shall be compensated for service rendered in accordance with the following:

Section 13.14.a. For a day of travel with no instruction, the Faculty Member shall be compensated at the per diem daily rate (Section 10 of this Article).

Section 13.14.b. For a day in which instruction is provided, the Faculty Member shall be compensated at 1/1000th for each instructional hour weighted according to the loading factors set forth in Section 11.4., up to the per diem daily rate.

Section 13.14.c. In no case shall a Faculty Member in travel status be paid less than the per diem daily rate for each day.

Section 13.14.d. Assignments of pre- and post-trip instruction shall be paid at the overload rate, with such hours of instruction weighted according to the loading factors set forth in Section 11.4.

Section 13.15. Faculty Member Extra Service Pay. With the exception of summer session, a Faculty Member assigned to perform in an instructional role on any day, in addition to the contract days of service, shall be paid 1/1000th of the Faculty Member's annual salary for each hour of such service, as weighted according to the loading factors set forth in Section 11.4., not to exceed the contract daily rate on any day of service.

Section 13.16. Salary Schedules – Full-Time Faculty

Beginning July 1, 2018, and continuing thereafter, each step in all faculty salary schedules ("AA," "A2," "QQ," "Q2," and Faculty Special Rates Sheet) shall be increased each fiscal year after adoption of the State budget by an amount equal to the percentage increase received by the District from the State as its funded Cost of Living Adjustment (COLA).

2018-2019

Beginning July 1, 2018, all 2017-2018 faculty Salary schedules ("AA," "A2," "QQ," "Q2," and Faculty Special Rates Sheet) shall be increased by the state-provided COLA, as provided for above, plus an additional on-schedule increase of 1.0%.

2019-2020

Beginning July 1, 2019, all 2018-2019 faculty salary schedules ("AA," "A2," "QQ," "Q2," and Faculty Special Rates Sheet) shall be increased by the state-provided COLA, as provided for above, plus an additional on-schedule increase of 1.0%.

Section 13.17. Salary Schedule – Part-Time Faculty

Section 13.17.a. Salary Schedule Step Placement/Step Changes (Experience). Initial step placement of unit members will be based on their officially certified teaching experience or on work experience which is directly related to the course(s) for which they are hired to teach. For the purposes of initial placement on the salary schedule: (i) teaching experience is defined as teaching in an accredited institution of higher education (24 semester units = 1 year of step credit); and (ii) work experience is defined as full-time employment (2 full years of work = 1 year of step credit). Initial placement for new faculty members will not exceed step 4 of the salary schedule, as of January 1, 2016.

The District shall determine what constitutes "work experience that is directly related to the course," and its decision is not subject to the grievance and arbitration process.

Step changes will occur on an annual basis at the beginning of the fall semester and will be automatic for all who have served the District for at least the equivalent of one (1) lecture hour per week for one (1) semester during the preceding academic year (summer assignments included).

Section 13.17.b. Salary Schedule Column Placement/Column Changes (Education).

Initial column placement of unit members will be based on their officially certified transcripts from an accredited institution of higher education. For the purposes of initial placement on the salary schedule: Column I requires minimum qualifications for the teaching assignment as required by the California Community College Chancellor's Office, as published in the Minimum Qualifications for Faculty and Administrators in California Community Colleges; Column II requires an earned Master's degree plus 20 semester units in graduate or post-graduate level courses from an accredited institution of higher education; Column III requires an earned Doctorate degree or an earned Master's degree and 60 semester units in graduate or post-graduate level courses from an accredited institution of higher education.

The District shall determine what constitutes acceptable graduate or post-graduate level courses, and its decision is not subject to the grievance and arbitration process. Professional development, under graduate courses, extension courses, and continuing education work will not be considered for initial placement or column movement.

Unit members may make one column change per year (any 12 month period). A completed Column Change Request Form and official transcripts must be received by District Human Resources in accordance with the established deadlines:

Column Change Request Deadline	Effective Day
April 30	Fall Semester (First Day)
October 16	Spring Semester (First Day)

Section 13.17.c. Compensation for Office Hours. Beginning in November 2015, the District will allocate a total of \$150,000 per academic year that will be used to pay for part-time faculty office hours. This allocation will be provided for part-time faculty members covered by both the Coast Community College Association - California Teachers Association/National Education Association and the CFE/AFT, Local 1911 inclusively.

The allocation of \$150,000 shall be made each subsequent year when the District's general fund balance exceeds 7%. Should the fund balance fall to 7% or below, both parties must negotiate an allocation for the following academic year. The distribution of the \$150,000 shall be based on the District's existing allocation model, and the college allotment shall be distributed out of the Office of the Vice President of Instruction.

For Spring 2016 only, the entire allotment of \$150,000 shall be implemented between November 2015 and June 30, 2016. Compensation for office hours shall be paid at the Miscellaneous Non-

Instructional Rate.

Section 13.17.d. Miscellaneous Non-Instructional Hourly Rate. A miscellaneous Non-Instructional Rate shall be paid for each hour of a part-time faculty member's service to the District for activities that are not related to direct teaching (non-FTE generating). These activities shall include but not be limited to curriculum development; programmatic coordination; consultation services, etc. The rate is \$280.00 per day (\$35.000 per hour).

ARTICLE XIV. PAID LEAVES.

Section 14.1. Types of Leaves. The District shall grant paid leaves of absence to Faculty Members for the following purposes, subject to the conditions set forth in this Article: Paid leaves for 50-67% part-time faculty shall be prorated according to semester load.

- (a) Bereavement (See Section 14.3)
- (b) Illness Leave (See Section 14.4)
- (c) Overload Illness Leave (See Section 14.5) (does not apply to part-time faculty)
- (d) Industrial Accident or Illness (See Section 14.6)
- (e) Quarantine (See Section 14.7)
- (f) Jury Duty (See Section 14.8)
- (g) Personal Necessity (charged against Sick Leave) (See Section 14.9)
- (h) Maternity (charged against Sick Leave) (See Section 14.10)
- (i) Exchange of Faculty Members (See Section 14.11) (does not apply to part-time faculty)
- (j) Military Leave (See Section 14.12)
- (k) Service as elected officer in public employee organization (See Section 14.13) (does not apply to part-time faculty)
- (l) Immediate Family Illness (up to one half of annual sick leave allocation)
- (m) Parental Leave (See Section 14.14)

Section 14.2. General Conditions.

Section 14.2.a A Faculty Member shall make written application for paid leave, as soon as possible, in accordance with procedure below. It is understood by both parties that every effort will be made to ensure that methods for reporting faculty absences are consistent and fair. As early and practically as possible, Faculty Members will make a reasonable effort to provide notice to the person designated per established campus procedures of the Faculty Member's absence.

- (1) Faculty Members are responsible for reviewing and signing their own absence reports.
- (2) The Faculty workweek is 40 hours over a five day duty period (this contractually includes teaching time, office hours, required meetings, committee work, etc.).
- (3) A faculty workweek in terms of absences will be viewed as 30 hours (five duty days- 6 hours per day- consistent with STRS reporting. Faculty members in assignments earning 8 hours of sick leave per day, will have absences deducted at the rate of 8 hours per day (40 hours per week).

- (4) Relative to full day absences, a day is a day. Whether a faculty member was due on campus for 1 hour or 12, they will lose one day (the equivalent of 6 hours).
- (5) Partial day absences, meaning the faculty member is on campus for a portion of the day but was absent for a portion of the day- will be counted as absent in increments of 30 minutes. The attached sheet shows the specific calculation that will be used. (Appendix E)
- (6) Absences for faculty members who miss class "on-ground" but teach class "on line," on that same day, will be calculated as a partial day absence.
- (7) Full week absences - the faculty member has not reported to work any day in the full week (whether loaded for 3 ten hour days or loaded for 5 six hour days) will be considered absent for 5 duty days (calculated at the rate of 30 hours).
- (8) Absences due to disability will continue to conform to the current disability rules which count absences on the full-year's duty day calendar.
- (9) It is understood that overload hours are in a separate bank and absences for overload will also be reported separated in 30-minute increments.
- (10) Absence reporting for part-time faculty will be hour for hour.

Section 14.2.b. The District may require a Faculty Member to submit evidence to substantiate the Faculty Member's application for leave, except in the case of Section 9.b.(6) of this Article. Such evidence may include, but not be limited to, a statement by a physician or a practitioner of a recognized church or denomination, a copy of subpoena directed to a Faculty Member, or a notice of jury service. For medical leave, this evidence need address only functional limitations affecting a Faculty Member's ability to work.

Section 14.2.c. A paid leave of absence shall mean salary continuance at the Faculty Member's contract daily rate during the absence, with full credit for all District benefits to which the Faculty Member is entitled.

Section 14.2.d. A Faculty Member who fails to return to duty upon completion of a paid leave of absence may be subject to disciplinary action, up to and including dismissal. However, if such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so, and shall not be subject to disciplinary action for failing to return to duty upon completion of paid leave.

Section 14.2.e. A Faculty Member shall be entitled to return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Section 22.3., shall have been implemented.

Section 14.2.f. A Faculty Member shall suffer no loss of seniority while on paid leave.

Section 14.3. Bereavement.

Section 14.3a. A Faculty Member may be absent from duty without loss of pay not to exceed three (3) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as a result of the death of a member of the Faculty Member's immediate family. If out-of-state travel or more than 250 miles one-way is required, the leave may be extended to five (5) duty days. At the Faculty Member's option, bereavement leave may be distributed over a period of six (6) calendar months following the death.

Section 14.3.b. If an additional period of absence from duty is required for this purpose, a Faculty

Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave, to the extent such leave is available to the Faculty Member as provided in Section 9 of this Article.

Section 14.3.c. Members of the "immediate family" shall mean child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild of the Faculty Member or of the Faculty Member's spouse, the spouse, son-in-law, daughter-in-law of the Faculty Member, or the registered domestic partner or any person living in the immediate household of the Faculty Member. Persons other than those noted herein who have been reared by or with the Faculty Member will be considered as "immediate family" for bereavement purposes. Under special circumstances, persons other than those noted in this Section may be considered as "immediate family." Faculty will be granted bereavement leave for these other persons on approval of the appropriate College Administrator.

Section 14.4. Illness.

Section 14.4.a. Faculty Members will accrue one (1) day of sick leave for each month, or major portion thereof, of paid service. Sick leave will be credited to the sick leave account of each Faculty Member at the beginning of the Faculty Member's employment each fiscal year. Faculty Members on less than full-time duty will be awarded proportionate sick leave allowances.

Section 14.4.b. No Faculty Member shall be entitled to sick leave for any day that the Faculty Member is not required to render service to the District.

Section 14.4.c. A Faculty Member is eligible for sick leave during the Faculty Member's summer session assignment if the assignment were offered and accepted by the Faculty Member prior to the beginning of the illness.

Section 14.4.d. If such Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section during any year, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's allowance.

Section 14.4.e. A Faculty Member absent from assignment because of illness/accident for a period which exceeds the amount of sick leave which the Faculty Member has accumulated will be placed on extended sick leave if he/she otherwise qualifies. The daily rate of pay while on extended sick leave shall equal their regular full-time rate of pay consisting of one-half sick leave pay and one-half Short Term Disability benefits. The total number of days for which a Faculty Member will receive sick leave pay in any fiscal year (including current, accumulative, and extended days) shall not exceed 110 days unless the Faculty Member has accumulated more than 110 days of accumulated sick leave privileges.

Section 14.4.f. Accumulated sick leave will be transferred if the Faculty Member terminates from the District and is employed by another district or other educational agency as provided in the California Education Code.

Section 14.4.g. Accumulated sick leave earned by a newly hired Faculty Member in other districts will be transferred to this District and credited to the Faculty Member in accordance with the requirements and the procedures of the California Education Code.

Section 14.4.h. Faculty Members assigned to intersession or summer session shall accrue sick leave on a pro rata basis.

Section 14.4.i. Should a Faculty Member become ill while on approved paid vacation, such illness with appropriate verification, if requested, may be charged to accumulated sick leave. To the extent sick leave is available, it may be used to restore vacation days already used.

Section 14.4.j. Faculty Members may use one half of annual sick leave allocation to attend to the needs of an ill immediate family member as defined in this Article, Section 3.c.

Section 14.4.k. The District shall provide a written statement of the Faculty Member's accrued sick leave upon request by that Faculty Member.

Section 14.4.l. Upon return from an approved family or medical care leave, the Faculty Member shall return to the same or a comparable bargaining unit position unless mutually agreed upon otherwise. However, if the Faculty Member's employment would have ceased or hours would have been reduced as a result of layoff, the Faculty Member shall have no reinstatement rights.

Section 14.4.m. Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

Section 14.5. Overload Illness Leave.

During any regular semester, in addition to the days specified in Section 4 above, a Faculty Member who is assigned a full regular contract and, in addition, is given a part-time assignment for extra pay, shall be granted extra sick leave credit equal to the sick leave credit granted part-time instructors. Such additional sick leave credit shall be accumulated indefinitely, used only for part-time absences, and shall not accrue toward retirement credit. These hours shall be paid from the overload budget and shall be maintained separately from full-time sick leave credit.

Section 14.6. Industrial Accident or Illness.

Section 14.6.a. A Faculty Member, or other knowledgeable person, shall notify an Administrator of any accident, including physical assault and battery, or illness of the Faculty Member arising out of employment with the District as soon as possible, but normally within twenty-four (24) hours of onset.

Section 14.6.b. A Faculty Member who becomes disabled as the result of such accident or illness shall be granted an industrial accident/illness leave without loss of pay during the period the Faculty Member is unable to render service to the District. Leave for each disability shall be limited to a period of sixty (60) duty days. In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in the subsequent year only to the amount of unused days from the prior year.

Section 14.6.c. A Faculty Member on industrial accident/illness leave shall be paid full salary. Faculty Members who receive temporary disability compensation shall provide the District with proof of receipt of such compensation. The District will withhold from a subsequent warrant(s) (of the Faculty Member) an amount which equals that which the Faculty Member received from Workers' Compensation.

Section 14.6.d. The number of days of industrial accident/illness leave to which the Faculty Member is entitled as provided in subsection b. of this Section shall be reduced by one (1) day for each day of absence, regardless of a temporary disability award under Workers' Compensation.

Section 14.6.e. A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

Section 14.6.f. Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to any earned paid sickness leave available to the Faculty Member under the provisions of Section 4 of this Article, provided that illness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the Faculty Member's salary continuance.

Section 14.6.g. The amount of used sick leave charged to the absence of the Faculty Member who

is receiving a temporary disability award shall be in exact proportion to the amount of salary paid by the District to the Faculty Member.

Section 14.7. Quarantine. A Faculty Member shall receive a paid leave of absence during the period of the Faculty Member's quarantine by a duly constituted governmental authority.

Section 14.8. Jury Duty.

Section 14.8.a. The District agrees to grant to a Faculty Member regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the Faculty Member is required to perform jury duty. The District may require verification of jury duty time served.

Section 14.8.b. A Faculty Member called for jury duty must notify the District of the service date(s) upon receiving said notice from the court.

Section 14.8.c. The District shall grant full compensation. Compensation received for jury duty, by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 14.9. Personal Necessity.

Section 14.9.a. A Faculty Member may be absent from duty without loss of pay for duty days not to exceed seven (7) days during any academic year and have the absence charged to the sick leave account.

Section 14.9.b. For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason requiring the Faculty Member's absence from duty, which cannot be attended to outside of the Faculty Member's duty hours, and which shall be limited to one of the following reasons:

- (1) The death of a member of the Faculty Member's immediate family (as defined in Section 3.c. of this Article), when the number of days of the required absence exceeds the limit provided in Section 3 of this Article.
- (2) An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty member's immediate family (as defined in Section 3.c. of this Article).
- (3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a governmental or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.
- (4) An imminent danger as a result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.
- (5) Personal reasons, not to exceed three (3) days.
- (6) Necessary business leave where such business can only be conducted on a duty day, not to exceed three (3) days per year.

Section 14.10. Maternity. Maternity shall be treated as if it were an illness or disability. A Faculty Member shall be entitled to utilize accrued sick leave during the period of pregnancy and childbirth as needed, consistent with District procedures for sick leave application. A medical release may be required prior to the Faculty Member's return to work.

Section 14.11. Exchange of Faculty Members. A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422

of the California Education Code. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President, or designee, will within one week inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the requirements of Sections 87422, 87423 and 87424 of the California Education Code concerning such leaves. The leave may not exceed one year, except that by the mutual consent of the Faculty Member and the District the leave may be extended to a total of two (2) years. The Faculty Member shall provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave. Each year's service during such exchange shall be counted as a year of service for the purpose of earning annual salary increments.

Section 14.12. Military Leave. A Faculty Member will be granted military leave in accordance with applicable Federal and State laws, including:

Section 14.12.a. A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency").

Section 14.12.b. To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin ("military caregiver").

Section 14.13. Service as Elected Officer in Public Employee Organization. Faculty Members who are elected to officer positions in state or national affiliates of the Federation shall be granted a leave of absence without loss of compensation for the duration of their elected service. The employee organization shall certify the election and term of office to the District and shall agree, in writing, to reimburse the District for all costs. Following the District's payment to the Faculty Member for the leave of absence, the District shall be reimbursed by the employee organization of which the Faculty Member is an elected officer for all compensation paid the Faculty Member on account of the leave. Reimbursement by the employee organization or state or national affiliate of which the employee is elected officer shall be made within ten (10) days after its receipt to the District's reimbursement request. Certification of compensation payment to the Faculty Member (e.g., a paystub) must be attached to the reimbursement request. Faculty Members shall receive credit for annual salary increments during the leave.

Section 14.14. Parental Leave. The District shall provide eligible Faculty Members with Parental Leave pursuant to Education Code section 87780.1

ARTICLE XV. DUE PROCESS.

Section 15.1. Definitions and Terminology for Purposes of the Article.

Management. Administrator, Dean, district representative, or College Grievance/Complaint Officer will be referred to as "Management".

District. The term "District" shall refer to the District as an entity.

Expanded Weingarten Rights. The District's commitment to provide notice to a Faculty Member of his/her right to a union representative, prior to engaging in a meeting which the District believes reasonably could lead to discipline or letter of reprimand. The form advising the Faculty Member of the Expanded Weingarten Rights will be referred to as the "Expanded Weingarten Notice" for purpose of this Article. (See Appendix F)

Investigatory meetings. The term "investigatory meeting" is defined as any formal written communication, face-to-face meeting or oral conversation between the District and a Faculty Member in which the Faculty Member is being asked questions regarding a complaint against the Faculty Member and for which the District reasonably believes that disciplinary action or reprimand would later be imposed. There are three (3) types of investigatory meetings that could lead to disciplinary action

or letter of warning or reprimand as follows:

- (1) An investigatory meeting relating to a complaint against a Faculty Member.
- (2) An investigatory meeting relating to a Student Grievance/Complaint.
- (3) Any investigatory meeting relating to Discrimination or Unlawful Harassment as defined in Title 5, Title IX, or relating to EEOC/DFEH complaints or lawsuits involving the Faculty Member.

Corrective Action. Oral or face-to-face counseling, written letter of instruction(s), or letter of reprimand(s) are considered corrective actions and are not disciplinary actions.

Discipline. Suspension or dismissals based on a violation of law or District Policy, or pursuant to Section 87732 of the Education Code, are considered "disciplinary action(s)".

Correspondence Indicating Intent to Discipline. Correspondence indicating the District's intention to pursue discipline, and designated for inclusion in the Faculty Member's personnel file, including such documents as a "90 day Notice" / Notice of Unprofessional Conduct, Notice of Suspension, and Notice of Termination, are considered as disciplinary action(s).

Complaint. A complaint is a concern, written or oral, brought to the attention of an Administrator which is acted upon by the District. A complaint may be brought forward by a student, other faculty members, classified staff, or an administrator.

Direct Observation. A direct observation made by an Administrator which is acted upon by the District.

Supervising Administrator. The academic manager to whom the Faculty Member directly reports, typically the Division Dean, is the Supervising Administrator.

Section 15.2. Procedures for Expanded Weingarten Rights.

Any investigatory meeting on a matter where management reasonably believes that questioning may lead to disciplinary action being taken or a pre-disciplinary/corrective action being issued will trigger the Expanded Weingarten Rights. One signed copy of the Expanded Weingarten Rights Notice will be given to the Faculty Member, and one copy sent by management, to the Office of the Coast Federation of Educators (if authorized by the Faculty Member). The District may keep a third copy. No discipline shall be imposed on the grounds that the Faculty Member declines to choose one of the options provided on the Expanded Weingarten Notice or fails to sign it.

In the event that the Faculty Member declines to choose an option or sign the Expanded Weingarten Notice, the meeting may proceed without the union representative being present.

If the Faculty Member does not initially choose to request that a union representative be present at the meeting, the Faculty Member may reverse that decision at any time during the meeting or subsequent meetings, and may request that a union representative be present.

Should the Faculty Member request that a union representative be present during the meeting, the meeting may not proceed until a union representative is in attendance.

Section 15.3. Processing Complaints and Findings (Other Than Discrimination and Harassment Claims).

As part of any investigation under this Article, with the exception of discrimination and harassment claim investigations, the following shall apply:

15.3.a. The District shall notify the Faculty Member in writing of the specific allegations of a complaint within ten (10) working days after receipt. In the case of oral complaints, the District shall provide the Faculty Member with a written summary of the specific allegations. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting

with the Faculty Member and to conclude the investigation in a timely manner.

15.3.b. When a faculty member is subject to accusations of misconduct in which placement on involuntary paid administrative leave is warranted, the faculty member shall be given written notice as to the general nature of the allegation(s) of misconduct upon which the decision to place the employee on involuntary paid administrative leave is based.

- (1) Except in the event of a serious risk of physical danger or other necessity arising from the specific allegation, written notice shall be provided at least two (2) days before the involuntary paid administrative leave commences.
- (2) A faculty member subject to an immediate involuntary paid administrative leave due to a serious risk of physical danger or other necessity shall receive written notice of the general allegation(s) of misconduct within five (5) days of being placed on leave.
- (3) The District should investigate all allegation(s) of misconduct and either reinstate the faculty member or initiate disciplinary proceedings within ninety (90) days.

15.3.c. Investigatory meetings, on a matter where Management reasonably believes that questioning may lead to disciplinary action being taken or a pre-disciplinary/corrective action being issued will prompt the Expanded Weingarten Rights. Management will proceed with the investigatory meeting only after he/she follows the Expanded Weingarten Rights.

15.3.d. If at the conclusion of an investigation, the Supervising Administrator believes that a letter of reprimand is warranted, the complete written complaint/allegations will be delivered to the Faculty Member and the union representative (if authorized by the Faculty Member) along with a detailed summary of the investigative findings, if any. The Faculty Member will be given the right to respond in writing, prior to the letter of reprimand being placed in the personnel file (Section 5.a.).

Section 15.4. Corrective Action or Discipline Based on Direct Observation of the Supervising Administrator.

Section 15.4.a. When the supervising administrator observes or directly experiences inappropriate or unprofessional conduct, or there is a known infraction based on failure to adhere to directives, department procedures or Board Policy, management may determine that the conduct warrants corrective action or discipline. Prior to taking action on the matter, the Supervising Administrator shall first meet with the Faculty Member upon the first instance of such conduct. For issues that are not server or ongoing, the Supervising Administrator shall attempt an informal resolution of the matter.

Section 15.4.b. Subsequent to the meeting, based on the discussion at the meeting or the severity of the conduct, the administrator may determine that corrective action or discipline is warranted. Corrective Action may include the following:

- (1) Face to Face Counseling. A face-to-face discussion of the conduct and follow-up instructions regarding future expectations of conduct may be conducted with the Faculty Member.
- (2) Letter of Instruction. A letter of instruction may be issued and will outline the circumstances giving rise to the letter, and written instructions for future conduct. The letter of instruction will be hand-delivered or sent by certified mail to the Faculty Member, and also sent the Faculty Member electronically. The letter of instruction will not be maintained in hard copy or copied to the Personnel File. However, if a subsequent letter of reprimand is issued, based on violation of the letter of instruction, the electronic version may be printed and attached to the letter of reprimand.

- (3) Letter of Reprimand. No letter of reprimand shall be administered by the District to a Faculty Member without good and sufficient reason. The letter of reprimand, once issued, shall be placed in the Faculty Member's Personnel File and shall be kept confidential unless the Faculty Member waives that confidentiality. The Faculty Member shall have a right to respond as indicated in Section 5.a.

Section 15.4.c. Recurring unprofessional conduct or recurring substantiated complaints may result in additional letters or reprimand to the Faculty Member without the requirement of a pre-meeting with the Faculty Member. The rights of response are indicated in Section 5.a.

Section 15.4.d. Disciplinary actions will be governed by Education Code Sections 87732 and 87734. These disciplinary actions are: immoral or unprofessional conduct; dishonesty; unsatisfactory performance; evident unfitness for service; physical or mental condition that makes him or her unfit to instruct or associate with students.

For instances of unsatisfactory performance, the Faculty Member shall first receive a "90 Day Notice/Notice of Unprofessional Conduct," and shall be given an opportunity as specific in the notice to correct the condition before any disciplinary proceeding. If the condition is not corrected, the Faculty Member will receive specific notification of the District's intent to pursue discipline. See Sections 5.b. and 5.c.

Section 15.5. Faculty Member's Rights of Response Regarding Corrective Action or Discipline.

Section 15.5.a. Letter of Reprimand. Prior to the letter of reprimand being placed in the personnel file, the Faculty Member shall be afforded a thirty (30) day opportunity to respond to the contents of the letter. Reasonable extensions to this can be made by mutual agreement for good and sufficient reason. If the Faculty Member's response is received in the thirty (30) day period, it shall be attached to the letter of reprimand for concurrent placement in the personnel file. This provision does not preclude the Faculty Member from submitting a written response for placement in his/her personnel file at any point after the letter of reprimand has been placed in the personnel file.

Section 15.5.b. Pre-disciplinary Notification. At the conclusion of an investigation or direct observation by the Supervising Administrator, if the District determines that discipline is warranted, prior to any disciplinary action the Faculty Member shall receive written notification through certified mail to their home address that is on file with the District Department of Human Resources. A second copy of this notification shall be sent to the Union if authorized by the Faculty Member. The notification shall include the following:

- (1) A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based.
- (2) The specific disciplinary action proposed.
- (3) The cause(s) or reason(s) for the specific disciplinary action proposed.
- (4) A copy of the charges and materials upon which the proposed disciplinary action is based.
- (5) Notice of the Faculty Member's right to a pre-disciplinary (Skelly) hearing, the right to representation, and the person to whom he/she must make that request in writing by a specified date.

Section 15.5.c. Pre-disciplinary (Skelly) Hearing. Upon receipt of such a request, the Vice Chancellor of Human Resources or District designee shall schedule a pre-disciplinary (Skelly) hearing to be held not less than five (5) days from the notification to the Faculty Member of the intent to discipline, to determine whether to proceed with the discipline.

- (1) The District appointee (Skelly Officer) hearing the Faculty Member's perspective must be able to render an unbiased opinion and must have the authority to reverse the initial

recommendation of discipline.

- (2) If agreed upon by the Skelly Officer and the Union representative, the administrator imposing the discipline may also be present to hear the Faculty Member's perspective.
- (3) At the Skelly Hearing the Faculty Member may present in writing or in person, with or without a representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the Faculty Member chooses not to appear or present information, the administrator shall recommend a decision to the Vice Chancellor of Human Resources, which shall be carried to the Governing Board for final action.

Section 15.5.d. Denial of Tenure. Due Process relating to denial of tenure is referenced in Appendix B of this agreement.

Section 15.6. Student Grievances General Definitions

- (1) **Grievance** – A complaint against a Faculty Member, filed by one or more students, which alleges a grievable action.
- (2) **Supervisor** – That person charged with the responsibility and authority for job assignment and evaluation of the Faculty Member.
- (3) **Grievable Action.** For the purposes of this Article, a grievable action is an action that is alleged to be in violation of federal or state law, a violation of an applicable district/ college policy or procedure, or that constitutes arbitrary, capricious, or unequal application of written District policies or procedures. Note: Sexual harassment complaints are handled under a separate complaint process under this Article.
- (4) **Student** – A person enrolled in any course, lecture series or workshop offered under the auspices of the college, or it may also be a person formerly enrolled who is in the process of pursuing a grievance.
- (5) **Grievant** – The student who alleges that he or she has been treated unfairly.
- (6) **Work/Working Day** – For the purposes of the Student Grievance Section of this Article, a work/working day is any day during the Fall or Spring semester in which the college is open for business, excluding weekends and holidays.
- (7) **Division Dean** – The instructional or student service administrator responsible for the discipline in which a specific course is offered.
- (8) **Time Limitation Period** – Grievances will be permitted only through the end of the sixth week of the semester following the semester or summer session in which the alleged incident occurred.
- (9) **Campus Advisor** - A current student or employee of the District who accompanies the student grievant in the grievance process and may provide advice to the student grievant at a meeting with the Faculty Member as part of the informal grievance process.
- (10) **Grievance Officer** - An administrator appointed by the College President to process and resolve Student Grievances.

Purpose

For the purpose of this Article, the student grievance procedure is to provide an impartial review process to ensure that the rights of all involved are properly recognized and protected.

Grade Grievances

All grade grievances will be handled through the student grievance process outlined in the sections below. However, in general and by law, the instructor is solely responsible for the grades he/she assigns. No instructor may be directed to change a grade except in certain narrow circumstances authorized by Education Code Section 76224(a), "When grades are given for any course of instruction taught in a community college, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final."

For the purposes of this Article, grades may only be reviewed within the following narrow context, subject to ratification by student government organizations:

- (1) **Mistake:** an unintentional act, omission or error by the instructor or the college.
- (2) **Fraud:** a deception deliberately practiced in order to secure unfair or unlawful gain. Fraud may exist when a grade is based upon some sort of dishonest activity, for example, selling grades.
- (3) **Bad Faith:** an intent to deceive or to act in a manner contrary to law and/or a grade assigned because of a student's protected characteristics as defined in Education Code Section 66270. If, pursuant to the discrimination and harassment complaint procedure, as delineated in Title 5, California Code of Regulations, Section 59300, it is determined that a grade was the result of discrimination or harassment, the grade may be changed as a remedy for the discrimination or harassment.
- (4) **Incompetence:** a lack of ability, legal qualification, or fitness to discharge a required duty. A student may claim incompetency when he or she has evidence that the instructor has an impaired ability or fitness (due to accident or illness) to adequately judge the student's performance.

The Federation and the District understand that the applicability and enforcement of the Student Grade Grievance Process, as outlined herein, may be subject to challenge or modification by students pursuant to state or federal law.

Section 15.7. Student Grievance Process

Stage One – Informal Problem Resolution

When a student has a complaint about a Faculty Member, the student should be encouraged to make every effort to meet with the Faculty Member to resolve the complaint. If the student is unable to meet with the Faculty Member, the student is encouraged to use the services of a campus advisor for this meeting or at any point during the informal resolution level or the formal grievance stage of the process. If a satisfactory resolution is not achieved with the Faculty Member, the student may proceed to the Faculty Member's immediate supervisor to resolve the issue. The immediate supervisor is usually the Division Dean.

The supervisor will discuss the issue with the student(s) and the Faculty Member involved, either individually or collectively, in an effort to resolve the issue. The supervisor may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint, as mentioned in Section 3 of this article. Where the information gathered could lead to disciplinary action or letter of reprimand being issued, the supervisor will proceed in any investigatory meeting with the Faculty Member only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 2 of this article.

If the complaint cannot be mutually resolved at the informal problem resolution level, then the student

may file a formal written grievance by completing the Student Grievance Form and filing it with the College Grievance Officer within the limitations period.

Stage Two – Administrative Review of the Formal Complaint

Upon receipt of the written and signed Student Grievance Form, the College Grievance Officer shall promptly forward a copy to the person against whom the complaint has been lodged and the Faculty Member's supervisor. Upon receipt of the formal complaint, the College Grievance Officer will screen out false or unfounded allegations and allegations not meeting the criteria set in Section 15.6.3 of this Article. Reasonable attempts will be made to contact the parties concerned, either individually or collectively, in order to resolve the issue. The College Grievance Officer may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint, as mentioned in Section 15.6.3 of this Article.

Where the information gathered could lead to disciplinary action or letter of reprimand being issued, the supervisor will proceed in any investigatory meeting only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 2 of this article. This does not apply if, in a previous interview involving the same issue, the supervisor had already obtained a completed and signed Expanded Weingarten Notice from the Faculty Member.

Within twenty-five (25) working days, the College Grievance Officer shall make a good faith effort to return a written decision to the student who filed the grievance, indicating the resolution with any recommended action, and a copy of this decision shall be given to the Faculty Member.

The College Grievance Officer may recommend any one of the following actions:

- (1) That no future action is necessary nor will the complaint prejudice in any way the individual's employment status as a member of the college staff.
- (2) That there be some type of action or remediation. In such case, the written documentation and recommendation, if any, will be forwarded to the person deemed appropriate for the consideration and/or implementation of the remedy. The District shall not place the Grievance Officer's documentation or recommendation in the Faculty Member's personnel file unless disciplinary action is taken or a letter of reprimand is issued.

Stage Three – Appeal of Findings. When students appeal a finding that favors the Faculty Member, the Faculty Member will be provided timely notice of the appeal and of the Faculty Member's right to a union representative if follow-up meetings or hearings require the Faculty Member's participation. If there is an investigative finding that leads a supervisor to pursue corrective action, the Faculty Member shall be afforded the opportunity to appeal the corrective action to the appropriate Vice President. If the Vice President upholds the recommended corrective action, the Faculty Member may appeal to the President of the College, subsequently, the Vice Chancellor of Human Resources, and ultimately the Chancellor. Section 2 and Section 3 (subsections C and D) will apply. In the event of a recommendation to discipline a Faculty Member, the Faculty Member will have rights as outlined in Section 4.

The Federation and District understand that the applicability and enforceability of the Student Grievance Process, as outlined herein, may be subject to the challenge or modification by students pursuant to state or federal law.

Section 15.8. Nondiscrimination (See also Article 10 – Academic Relations).

The District and the Federation agree there will be no tolerance for unlawful discrimination against any faculty member on the basis of age (40 or older), race, ethnic identity, color, religion, ancestry, national origin, sex, gender, pregnancy, marital status, sexual orientation, physical and mental disabilities, or veteran status. Further, there will be no discrimination on the basis of political activities or affiliations, or membership or non-membership in any faculty organization.

Equal Employment Opportunity (EEO). The District and the Federation agree to make a good faith attempt to adhere to EEO principles and guidelines to ensure that hiring practices safeguard equal opportunity for all qualified employees and applicants for District positions without regard to status based on protected characteristics described above. The District and the Federation commit to the pursuit of diversity within the framework of applicable Federal and State laws.

Harassment. The District and Federation are committed to creating and maintaining an environment that is free of harassment and agree that no employee shall be subject to any form of verbal, physical, visual or written communications that constitute harassment by managers, co-workers, or others in the workplace based on protected characteristics listed above. It is understood that documentation utilized under the evaluation or discipline process shall not be construed as harassment.

In applying this Section, the rights of free speech and association, that do not constitute harassment as defined above, should be accommodated consistently with the intent of this Article.

Sexual Harassment. The District and the Federation agree that all employees have a right to work in an environment that is free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment or education, unreasonably interferes with a person's work or educational performance, or creates an intimidating, hostile or offensive working or learning environment. More specifically, there are two types of discrimination/sexual harassment:

- (1) Quid Pro Quo Harassment – This for that – occurs when submission to sexual conduct is explicitly or implicitly made a condition of a job, a benefit, or the absence of a job and can also occur when sexual conduct is made a term or condition of a student's grade or progress.
- (2) Hostile Work or School Environment exists when an employee or student can demonstrate that he/she has been subjected to verbal, visual, or physical conduct, based on a protected characteristic listed above. Further, it must be established that the conduct was both subjectively and objectively unwelcome, and was sufficiently severe or pervasive to alter the condition of the working or educational environment.

The District shall take all appropriate and reasonable measures to prevent sexual harassment and will respond promptly to resolve sexual harassment complaints, in accordance with Board Policy, Title IX, and provisions of Title 5.

All Faculty Members shall comply with the requirements of Board Policy, Title IX and Title 5 and shall cooperate with a District investigation into allegations of harassment or discrimination, as lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. The District shall indemnify and defend any Faculty Member from any financial liability and legal costs and hold harmless from any disciplinary action, Faculty Members who, in the course and scope of their duties, and in good faith, reports any complaint or suspected instances of sexual harassment, sexual violence, or any form of sexual misconduct or discrimination.

A faculty member will not be disciplined for not reporting an incident where reasonable judgment has been exercised.

These provisions do not limit the right of faculty to professionally express or discuss in their classrooms and throughout the District challenging ideas and topics related to courses they teach, their own academic and professional expertise and viewpoints on campus and district policy.

Faculty Members accused of discrimination or sexual harassment will be promptly notified when a complaint has been made, and will be informed of his/her Expanded Weingarten Right to have union representation present during the investigative interview. The Faculty Member will be provided

information in writing, outlining the allegations far enough in advance of the meeting to adequately prepare, but without jeopardizing the integrity of the investigation. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting with the Faculty Member. Immediately following the investigative interview, the Faculty Member will be given the full text of the written complaint, if the complaint was submitted in writing.

Investigative reports of discrimination and sexual harassment are confidential documents that will not be provided to the Faculty Member. However, if based on the findings of an investigator, the District decides to pursue pre-disciplinary/corrective action – a letter of warning or reprimand being placed in the Faculty Member's personnel file – at the Faculty Member's request, the District will provide a detailed summary of the investigative findings, as prepared by the investigator.

In the event suspension, termination or dismissal is recommended, based on the findings contained in the investigative report, the Faculty Member shall be entitled to a copy of the charges and materials upon which the proposed discrimination action is based, including the full text of the report. Grievances/Complaints processed under this Section will be handled with all possible confidentiality. The District and the Federation agree to comply with the Americans with Disabilities Act (ADA). The District agrees to engage in a good faith, interactive process, to consider requests from Faculty Members to make reasonable accommodation on a case-by-case basis for those employees that are covered under the ADA. The District and the Federation shall meet to discuss concerns expressed by an employee regarding the implementation of the ADA.

The District and the Federation agree that retaliation against a Faculty Member or other employee of the District, based on complaints of discrimination or cooperation with investigations or lawsuits, is a violation of Policy and will not be tolerated.

The District and the Federation recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercising of rights under this Section are subject to the grievance/complaint procedure in this Agreement only through the completion of Level III.

ARTICLE XVI. FLEX DAYS

Section 16.1. Full Time Faculty Flex Activity Obligation

Section 16.1.a. Fall Flex Day:

All faculty (including counselors, librarians, and those who teach online) shall complete six hours of flex activities on the designated college Fall Flex Day to be held on the Friday immediately preceding the first full week of instruction for the Fall semester. The events at this Flex Day shall be determined by the college administration in consultation with the college Flex Activity Committee, except that the Coast Federation of Educators will have one (1) hour of time to address faculty exclusive of other activities.

Section 16.1.b. Spring Flex Day:

All faculty (including counselors, librarians, and those who teach online) shall attend the designated college Spring Flex Day scheduled by the Calendar Committee on a Thursday during the Spring semester (except during Spring Break). No classes will be scheduled on the Spring flex day. The events for the Spring Flex Day shall be determined by the Faculty Flex Coordinator and the Flex Activity Committee (or other agreed-upon body as provided below) in consultation with the college administration.

Section 16.1.c. Flex Absences:

Faculty with an absence approved by the appropriate administrator will be allowed to make up their missed flex activity/professional development hours by April 30th.

The College Flex Committee will determine and approve alternative Flex activities for faculty who are absent on the designated college Flex Day.

For full-time faculty, Flex obligation must be completed by April 30th. If full-time faculty do not complete their flex obligation by April 30th, their pay shall be docked for the hours missed. An absence form (without pay) will be processed for the hours missed.

Faculty on a District approved leave or assignment (such as sabbatical, medical leave of absence, in-season or post-season competition for an athletics team) on a required Flex Day are exempt from completing the required Flex hours.

Section 16.2. Part Time Faculty Flex Activity Obligation

All part-time faculty are encouraged to attend three (3) hours of flex activities per semester. Part-Time faculty will receive pay for up to a maximum of three (3) hours at the non-instructional miscellaneous rate after verification of Fall Flex attendance regardless of assigned schedule.

Part-time faculty scheduled to teach a semester-long class that meets regularly on the designated Flex Days are required to attend Flex Day activities for the number of hours equal to the hours scheduled for the class meetings. Please see examples below:

- During spring, if a part-time faculty member is scheduled to teach for 2 hours on Thursday, and participates in 2 hours of Flex Day activities -the Flex Day obligation is met, but the faculty member will not receive additional pay.
- During spring, if a part-time faculty member is scheduled to teach for 2 hours on Thursday, and participates in 5 hours of Flex Day activities - the Flex Day obligation is met, and the faculty member will receive three hours of pay.

Any part-time faculty who are teaching a semester-long class that meets regularly on a designated Flex day, but who are not able to attend the required hours of flex activities on Flex Day, must have an absence approved in advance by their respective administrator and make up their missed flex activity/staff development hours by April 30th as determined by the Flex Committee.

If there are no Flex activities available at the time of their Spring teaching assignment, the part-time faculty member must make up their missed flex obligation by April 30th as determined by the Flex Committee.

The Flex obligation must be completed by part-time faculty by April 30th. If part-time faculty do not complete their flex obligation by April 30th, their pay shall be docked for the hours missed. An absence form (without pay) will be processed for the hours missed.

ARTICLE XVII. UNPAID LEAVES.

Section 17.1. Types of Leaves. The District shall grant unpaid leaves of absence to Faculty Members for extended disability; maternity; military service; public service; and Family Medical Leave. The District may grant unpaid leaves of absence to Faculty Members for other good and sufficient reasons, such as, but not limited to: professional research, study or travel; service to education; long-term personal necessity; family illness, subject to the conditions set forth in this Article, and grant leaves.

Section 17.2. General Conditions.

Section 17.2.a. A Faculty Member shall make written application for such leave to the designated Administrator as far in advance as possible. Such request shall be in accordance with District procedures. The application for leave shall state the category requested, the reason or reasons necessitating the Faculty Member's absence, and the requested duration of the absence. If the

leave is granted, the Faculty Member shall be notified in a timely manner. If denied, the Faculty Member shall be provided, in a timely manner, with a written statement giving the reason(s) for such denial.

Section 17.2.b. The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

Section 17.2.c. Unpaid leaves for professional research, study or travel, service to education and Federation business are available only to Faculty Members who have been continuously employed for a period of at least five (5) consecutive semesters. All Faculty Members are entitled to extended disability leave, military leave, public service leave, and family and medical leave and the District may grant any other leaves to any Faculty Members.

Section 17.2.d. Unless otherwise provided in this Article, a Faculty Member on an unpaid leave of absence shall be entitled to:

- (1) Return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Section 22.3., shall have been implemented.
- (2) Receive credit for annual salary increment during the Faculty Member's leave; provided that no more than one (1) such annual salary increment shall be made in the event the leave granted exceeds one (1) year.
- (3) Suffer no loss of seniority while on leave.
- (4) The Faculty Member may continue the insurance benefit program for the duration of the leave by paying the full premium per District procedure. In the case of family and medical leave, the District and the employee shall pay their respective portion of the premiums of the insurance benefit program.

Section 17.2.e. A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be subject to disciplinary action, up to and including dismissal, unless such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, in which event the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so.

Section 17.3. Extended Disability.

Section 17.3.a. If a Contract or Regular Faculty Member suffers an extended disability and is thereby unable to perform the required duties as a Faculty Member, the Faculty Member shall, upon exhaustion of paid sick leave as provided in Section 14.4., be granted an unpaid extended disability leave.

Section 17.3.b. The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member's physician and the District's physician, shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District. If the Faculty Member chooses not to have a physician, but chooses, because of the Faculty Member's religious affiliation, to have such statement furnished by a recognized practitioner of a well-recognized church or denomination, the Faculty Member may still be required to submit to an examination by a District-designated physician and the provision for a mutually acceptable third physician shall not apply.

Section 17.3.c. The period of such leave shall be determined by the medical condition of the

Faculty Member. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that any such leave for a Contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension(s) of such extended disability leave which may extend beyond the period herein specified. Any extension is subject to the requirements of subsection b. of this Section.

Section 17.3.d. The District shall pay the premium costs of insurance benefits for a Faculty Member who is granted an extended disability leave under this Section.

Section 17.4. Family and Medical Leave.

Section 17.4.a. Faculty Members who have been continuously employed for twelve (12) months and working for 1,250 hours are eligible under federal and state laws for Family and Medical Leave. Leaves shall be granted for up to twelve (12) weeks in a one (1) year period. Leaves must be granted in accordance with time periods applicable to State and Federal Law.

Section 17.4.b. Unpaid leave is permitted for the following reasons: to care for the Faculty Member's newborn child or a child placed with the Faculty Member for adoption or foster care (State and Federal law run concurrently for twelve (12) week period allowed for care of newborn, adopted, or foster child); to care for the Faculty Member's spouse, registered domestic partner, son, daughter or parent who has a serious health condition including pregnancy; because of a "qualifying exigency" relating to the covered active duty or call to active duty in the armed forces of a spouse, son, daughter or parent of the Faculty Member, in accordance with federal law and regulations; or, for a serious health condition that makes the Faculty Member unable to perform the functions of his/her position. A Faculty Member who is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious illness or injury is entitled to up to 26 weeks in a single 12-month period to care for the covered service member, in accordance with federal law and regulations ("Military Caregiver Leave"). The combined total of Military Caregiver Leave and any other FMLA-qualifying leave shall not exceed 26 weeks in a single 12-month period, provided that the Faculty Member is entitled to no more than 12 weeks of leave for FMLA-qualifying reasons other than the Military Caregiver Leave. Such leave does not constitute a break in service for purposes of longevity, vacation and/or sick leave, or under any other Articles of this Agreement. Leave provided may be taken in one (1) or more periods when provided by law. Upon return from Family and Medical Leave, the Faculty Member shall return to the same or equivalent position with the District, including contract pay (base salary plus, and if applicable, overload), benefits, and other employment terms and conditions. The Faculty Member shall provide thirty (30) days advance notice of the need for Leave except in the case of an emergency.

Section 17.4.c. The employee and dependent benefit coverage as provided under the Agreement shall continue as if the Faculty Member were actively at work. The District and the Faculty Member shall pay their respective portion of the premiums of the insurance benefit program during the Leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any potentially contrary provision(s) of this Section, the Faculty Member shall be entitled to the most beneficial provision of state and/or federal Law.

Section 17.5. Professional Research, Study and/or Travel. The District may grant Faculty Members unpaid leaves of absence for professional research, study, and/or travel. Such leave shall be approved in one (1) semester/six (6) calendar month periods. The District may grant an extension of such leave for one additional year.

Section 17.6. Service in Education. The District may grant a Faculty Member an unpaid leave of absence to work for an educational organization at the local, State or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved for one (1) semester and shall not exceed one (1) academic/fiscal year as the case may be. The District may grant an extension of such a leave up to one (1) additional year.

Section 17.7. Long-Term Personal Necessity.

Section 17.7.a. A Faculty Member may be granted a leave of absence without pay for compelling personal reasons for a specified period of time. Faculty Members may be granted long-term personal necessity leaves for reasons such as recuperation, readjustment, child rearing, and career redirection.

Section 17.7.b. Such leaves may be granted for a specified period, not to exceed one (1) year. The District may extend such leave for an additional year.

Section 17.8. Family Illness. Faculty Members may be granted up to one (1) year's leave for care of a seriously ill member of the Faculty Member's immediate family. The District may grant such a leave for an additional year. The granting of such a leave, or the extension of same, will be considered only upon written verification of need by the attending physician. Also see Section 17.4, Family and Medical Leave.

Section 17.9. Military Service. A Faculty Member shall be granted military leave in accordance with applicable Federal and State laws.

Section 17.10. Public Service.

Section 17.10.a. A Faculty Member who is elected to the State Legislature or Congress or appointed to government service will be granted an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

Section 17.10.b. The Faculty Member on such leave shall notify the District, in writing, of an intended or possible return no less than (1) semester in advance.

Section 17.11. Grant Leaves.

Section 17.11.a. The District may approve an unpaid leave to permit a regular Faculty Member to accept a grant to teach, lecture, or do research for a private institution or a city, county, state, federal or foreign government.

Section 17.11.b. The employee must hold regular status on the effective date of the leave.

Section 17.11.c. Service under a grant leave counts toward the service required for a sabbatical leave.

ARTICLE XVIII. RETIREMENT.

Section 18.1. Reduced Workload Program.

The District has established, and will continue to implement, a pre-retirement reduced workload program that will allow partial employment for full-time Faculty Members approaching retirement and will provide an incentive for those who may choose to retire early under the appropriate Education Code provisions. The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with the Education Code Sections 20815, 22713, 87483 and any other applicable laws.

Section 18.2. Retirement Benefits.

Section 18.2.a. Recognition of Meritorious Service. In recognition of their meritorious service,

Faculty members who retire and meet the District service retirement criteria set forth in 20.6.c shall be granted a "retiree card" that entitles retired faculty members to the following:

- (1) Certificate for years of meritorious service to be presented by the Board of Trustees.
- (2) Lifetime use of college library (excluding access to subscription-based resources intended for students).
- (3) Inclusion of Faculty Member's name in an appropriate section of the College catalog.
- (4) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.
- (5) Retired Faculty Members will be encouraged to make their services available to the District. All full-time Faculty Members who retire from the District and are rehired by the District to teach as part-time instructors shall be placed at the bottom of the part-time faculty priority assignment list (PAL) at the college from which they retired.
- (6) Upon request, Retired Faculty Members shall have the right to an annual parking sticker as if they were in active status.
- (7) Free access to college fitness centers during open access hours.
- (8) Free admission for Retired Faculty Member and one guest to college athletic events (excluding post-season events).
- (9) Free admission for Retired Faculty Member and one guest to college performing arts productions (excluding productions by third party entities or for-profit co-sponsored productions).

Section 18.2.b. Insurance Benefits. (Please refer to Article XX).

Section 18.2.c. Wellness Program. Retirees may participate in all wellness activities of the colleges or as permitted by any District outside contract.

Section 18.3. Retirement Incentives.

By mutual agreement between the District and the Coast Federation of Educators, provisions for retirement incentives may be developed and offered to eligible faculty.

ARTICLE XIX. FACULTY SERVICE AREAS.

Section 19.1. Competency.

For purposes of Education Code Section 87743.1, the list of "Faculty Service Areas" (FSA) in the Coast Community College District shall be as follows:

Section 19.1.a. The same as the state minimum qualifications for faculty as defined by the state minimum qualifications for faculty as defined by the Board of Governors in compliance with the Education Code. This list can be found in the Minimum Qualification for Faculty and Administrators in the California Community Colleges published by the Chancellor's Office, March 1995. All subsequent disciplines added to this list by the Academic Senate and approved by the Board of Governors shall become part of this Agreement, or

Section 19.1.b. A Faculty Member shall also be considered competent in an FSA by satisfying the

equivalency provisions of the District for that discipline. The procedures to obtain an "equivalency" shall be the same as found in the Faculty Hiring Policy and Procedures, or

Section 19.1.c. Holds a valid appropriate credential. The District shall review the transcripts of each holder of a General Secondary Credential and grant an FSA for each major, minor or subject area in which a Faculty Member has completed eighteen (18) units of course work or has a demonstrated competency within any FSA. Such competency shall include, but not be limited to, previous teaching experience in grade 7 or higher, and/or work experience.

Section 19.1.d. The document entitled Minimum Qualifications for Faculty and Administrators in California Community Colleges includes a state approved list of disciplines requiring the Master's Degree and disciplines in which a Master's Degree is not generally expected or available can be found at the following locations:

- State Chancellor's Office Website
- All Academic Senate Offices
- Libraries at Coastline College (online), Golden West College and Orange Coast College
- CFE offices at Golden West College and Orange Coast College
- All College offices of the Vice President of Instruction and the Vice President of Student Services
- District Office of Human Resources

Section 19.2. Notification

Section 19.2.a. The District shall provide Bargaining Unit Faculty Members with a list of Faculty Service Areas, as outlined in this Agreement, in which he or she is competent within sixty (60) days of start date.

Section 19.2.b. Faculty Members may petition the District for recognition of competence in additional FSA's by filing such petition on or before February 15 of each academic year. It shall be the responsibility of the Faculty Member to provide the District with all records necessary to substantiate the additional claims of competence.

Section 19.2.c. Faculty Members new to the District shall qualify for the FSA's in which they are assigned as of the completion of the first day of teaching in such assignment.

Section 19.3. Disputes. In the event of a dispute between the District and a Faculty Member regarding qualification for service within any FSA, a committee composed of Faculty Members within the FSA in question, jointly selected by the Federation and the District, shall be convened to determine said qualification. The Federation Faculty President or alternate and the Vice Chancellor for Human Resources or alternate may sit on the committee as non-voting members. Refusal to grant recognition by the District in a Faculty Service Area is grievable under Article XXIV, Grievance and Arbitration Procedure, starting at Level III.

ARTICLE XX. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

Section 20.1. Premium Costs

Section 20.1.a. Employee Premium. The employee shall contribute 0.8% of the base annual salary established by the salary schedule in effect on July 1st of that year, on a 10-month basis. The balance will be paid by the District.

Section 20.1.b. Dependent Premium. The District shall contribute 70% of dependent premium. Employee shall pay remaining 30% by payroll deduction, on a ten (10) month basis, up to a maximum of fifty dollars (\$50) per month.

(1) The parties agree to implement the Delta Health Systems-Anthem JAA approved by the Benefits Advisory Committee on February 16, 2016.

- (2) An Internal Revenue Code section 125 provision allowing for deductions on a pre-tax basis will be available to the employee to the extent permitted by law or the extent such deductions do not result in a tax penalty to the District.

Section 20.2. List of Benefits.

The District shall make available during the duration of this Agreement a benefits program consisting of the following:

Section 20.2.a. Medical Coverage.

- (1) Self-funded Plan.

This Self-funded plan includes, but is not limited to, the following:

Preferred Provider Hospital Plan
Non-preferred Provider Hospital Plan
Preferred Provider Physician Plan
Out-patient Surgery
Second Surgical Opinion
Maternity Care Alternatives (Birthing Center)
Hospice Care Alternatives
Prescription Medication Card

- (2) In-Network Deductible. Annual plan deductible shall be two hundred and fifty dollars (\$250) per person per year; five hundred dollars (\$500) per family per year. Out of network deductions will be five hundred dollars (\$500) per person per year and seven hundred dollars (\$700) per family per year.
- (3) Medical Plan Handbook. A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the Benefits office at the District.
- (4) Health Maintenance Organization. A Health Maintenance Organization option will be available to eligible employees.

Section 20.2.b. Dental Insurance

- (1) Faculty Member premium paid by District.
- (2) Dependent premium to be paid by District.
- (3) Deductible will be fifty dollars (\$50) per person; one hundred dollars (\$100) maximum per family per year.

Section 20.2.c. Vision Insurance.

- (1) Faculty Member premium paid by District.
- (2) Dependent coverage paid by District.
- (3) Deductible shall be five dollars (\$5.00) per person.

Section 20.2.d. Life Insurance.

- (1) Faculty Member's premium paid by District.
- (2) Voluntary dependent life insurance coverage when available will be paid by the

employee.

Section 20.2.e. Short Term Disability (Full-Time employees).

- (1) Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for three (3) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%), and overload compensation in effect at the time of disability shall be continued to the end of that semester. (See Section 14.4.e.).
- (2) Individuals employed from fifty percent (50%) through seventy-four percent (74%) of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for six (6) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%) of salary, and overload compensation in effect at the time of disability shall be continued to the end of that semester.

Section 20.2.f. Health Promotion. The District shall make available to current employees programs in health promotion and preventive health services.

- (1) A joint District/Federation committee shall be established to make recommendations to the District on such programs.
- (2) This program is designed to minimize medical risks for the Faculty Members. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

Section 20.3. Employee Assistance Programs.

Section 20.3.a. The District shall make available to current employees programs to assist employees in such areas as chemical dependency and mental health.

Section 20.3.b. Employees requiring treatment shall be referred to agencies which are independent of the District.

Section 20.4. Referral to Employee Assistance Programs.

Section 20.4.a. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the Faculty Members, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

Section 20.4.b. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

Section 20.5. Definition of Eligible Employees.

Section 20.5.a. Regular full-time and Regular part-time employees shall be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage as of the first day of the month following the date the employment starts. Dependent coverage shall be available in accordance with Section 1 of this Article.

Section 20.5.b. The District shall share equally the premium cost for Faculty Members employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage shall be available in accordance with Section 1 of this Article.

Section 20.6. Continuance of Insurance Benefits.

Section 20.6.a. Leaves of Absence, Paid and Unpaid. Faculty Members on paid leave are considered to be continuing employees, and no interruption to the insurance benefit shall be imposed upon such Faculty Members. Faculty Members who are approved for an unpaid leave may continue insurance benefit coverage for any approved leave by paying to the District the monthly costs prior to the first day of each month. Termination of employment for any reason shall terminate District-paid insurance benefits on the last day of the month of employment with the District, except as otherwise provided in this Agreement.

Section 20.6.b. Load Reduction. Faculty Members who involuntarily accept a reduction from more than seventy-five percent (75%) to less than seventy-five percent (75%) shall have their fringe benefit program continued as though their employment level were above seventy-five percent (75%).

Section 20.6.c. Retirement Benefits.

- (1) Faculty Hired Prior to July 1, 2018: Full-Time Faculty Members hired prior to July 1, 2018, who retire at age 55 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 10 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:

- (a) Full-Time Faculty Members who retire prior to July 1, 2019, may remain in Delta Health Systems PPO.

However, Full-Time Faculty Members who retire after June 30, 2019, must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO at age 65 in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65 after June 30, 2019.

- (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - (c) For employees who retire between January 1, 2018, and June 30, 2019, and who enroll in the United Health Care Medicare Advantage, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District self-funded Delta Health Systems PPO. as permitted in this Agreement, until such time as the spouse or dependent reaches age 65, at which time the spouse or dependent must enroll in the same plan as the retiree (United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits. It is the specific intent of the parties that this language in Article 20.6.c.1 (c) shall sunset and be removed from the Agreement on June 30, 2019.
 - (d) For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.
 - (e) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall

apply.

- (2) Faculty Hired After June 30, 2018: Full-Time Faculty Members hired after June 30, 2018, who retire at age 60 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 15 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:
 - (a) Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.
 - (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - (c) For employees who retire and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the contribution of benefits.
 - (d) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall apply.
- (3) District and Employee Contribution. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The District will pay premium costs in the same manner and amount as though the retiree were in active status, and the retiree shall contribute toward the cost of fringe benefits in the same manner and amount as though the retiree were an active member of the District. Should the retiree be required to pay all or part of any premium, the retiree shall reimburse the District in the appropriate amount on the first of each month in which premiums are due.

Section 20.6.d. Retirement Benefit Age 70 or Older.

- (1) After age 70, a retired Faculty member eligible for benefits under Section 20.6.c may continue medical and dental benefits in accordance with subsection 20.6.e. of this section. In the case of a verified disability, as documented by an appropriately licensed physician, and when already qualified by the State Teachers Retirement System or Public Employee Retirement System as meeting requirements for early retirement due to disability status, such employees will be deemed to have met the service and/or age requirements as set forth herein.
- (2) In addition, Full-Time Faculty Members who retire on or before June 30, 2019, at age 70 or older, and who meet the requirements of section 20.6.c above shall receive from the District either an annual credit of up to \$4000 to be applied only to the District's Delta Health Systems Medicare Supplement PPO Plan, \$3,000 to be applied to the United Health Care Medicare Advantage PPO, or \$1,000 to be applied to the Kaiser Senior Advantage HMO. The credit shall apply to medical coverage only and shall not apply to any other HMO, Dental Premium, Vision Care Premium or Life Insurance Premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of the retiree's death, the annual credit shall transfer to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's

death. It is the specific intent of the parties that this language in Article 20.6.d.2 shall sunset on June 30, 2019, and be removed from the Agreement on July 1, 2019.

- (3) Full-Time Faculty Members who retire on or after July 1, 2019, at age 70 or older, and who meet the requirements of section 20.6.c above shall receive from the District either an annual credit of up to \$3,000 to be applied only to the UHC Medicare Advantage PPO or \$1,000 to be applied to the Kaiser Senior Advantage HMO. The credit shall not apply to any other HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

Section 20.6.e. Retirement with Fewer than Ten Years of Service. Full-Time Faculty Members who retire at age 55 years or older under STRS, or 50 years or older under PERS, but with less than 10 years of service, but with 5 years' credit, with the District may elect, provided they have had no break in coverage, to participate in District-sponsored medical and dental insurance programs for which they are eligible at the retiree's expense. Dependents may also be covered at the retiree's expense.

Section 20.6.f. Death of the Employee or Retiree. The District will for 24 months from the date of the employee's death, pay full premium medical, vision and dental insurance in force for eligible dependents of an employee who dies. For employees or retirees, this benefit shall be provided if the employee or retiree is under the age of 70 at the time of death and the benefit will not extend beyond the last day of the month in which the employee or retiree would have turned age 70.

Section 20.6.g. Faculty Members on leave under the guidelines of the Family Medical Leave (FMLA) Section 17.4.b. shall have all benefits, pursuant to this article, continued as if in active duty.

Section 20.7. Federation Recommendations Regarding Fringe Benefits Program.

Section 20.7.a. The District shall as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

Section 20.7.b. Benefits Advisory Committee. The Benefits Advisory Committee shall meet monthly and report its activities and recommendations to the Vice Chancellor for Human Resources twice each year. Copies of its report shall be forwarded to the Federation. The committee shall consist of one (1) representative from each employee bargaining unit, one (1) person representing Confidential employees, one (1) person representing Supervisory/Management employees, and one (1) person representing Management employees. The committee shall be convened by the Vice Chancellor for Human Resources, and shall have as ex officio members the District's insurance advisor(s) and Vice Chancellor of Administrative Services.

Section 20.7.c. The Federation and the District agree that the self-insured employee benefits coverage shall continue to be evaluated by the District wide Benefits Advisory Committee for the purpose of maintaining or reducing the District's out-of-pocket expenses.

Section 20.8. Funding. The Health Promotion and Employee Assistance Programs shall be funded each academic year.

ARTICLE XXI. PROFESSIONAL DEVELOPMENT INSTITUTE.

The purpose of the Professional Development Institute (PDI/IPD) is to sustain and enhance the professional growth of faculty and their knowledge and skills, ultimately improving teaching, student learning, and college functioning.

The College will provide administrative staff support for PDI/IPD. Electronic forms, processes, and signatures may be used. Funds for professional meetings, classes, and conferences will be pooled with

Professional Improvement/Alternative Methods funds.

Section 21.1. Professional Meetings, Classes, and Conferences.

Section 21.1.a. General. The District encourages Faculty Members to attend professional meetings, conferences, and classes related to the District's education program and the Faculty Member's professional growth

Section 21.1.b. Budget Allocation. Each fiscal year the District will provide a meeting, conference, travel, and class fund for Faculty Members to be administered as herein provided. Any funds left over in IPD/PDI funds at the end of the year, including in the President's fund, will be added to next year's IPD/PDI fund. The fund will be utilized to pay the cost of all or a portion of the cost of attending professional meetings or conferences, or taking classes, such as registration fees, meal and lodging expenses, and travel expenses. The fund will amount to a sum equivalent to \$217.36 times the number of full-time Faculty Member positions and \$108.68 times the number of part-time Faculty Member positions annually based upon the adopted budget. For each subsequent year, the above funding will be increased by the percentage salary increase provided to the Faculty each year. Four-fifths (4/5) of the fund will be allocated to the appropriate College body. The remainder of the fund will be allocated by the President, or designee, on a College wide basis. The fund administered by the President, or designee, will be utilized for conferences of a general import to the educational program of the College; special situation which would require the allocation of substantial expenses; and conferences that the District requests a Faculty Member to attend as its representative. By July 31 of each year, the three college presidents will provide to the Federation a written report indicating the faculty member's name, conference attended, and the amount funded.

Section 21.1.c. Requests. A Faculty Member who desires to attend a meeting, conference, or take a class, will submit a request in accordance with College procedures. If a Faculty Member is approved for attendance at a conference, the Faculty Member will attend the conference without loss of pay or benefits. The College may approve attendance for a conference without providing any reimbursement for expenses.

Section 21.1.d. Reimbursement. If expenses are authorized, the following rules shall apply:

- (1) Faculty Members will travel economy air coach or by authorized alternative means.
- (2) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel but in no case will such mileage expense exceed the cost of economy air transportation plus ancillary expenses.
- (3) If two or more Faculty Members attend a meeting, conference, or class and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.
- (4) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form. It is understood that such reimbursement shall be subject to item limitations as set forth in District policies.
- (5) Partial reimbursement of expenses may be authorized.

Section 21.1.e. Reports. Written summary reports or other proof of attendance of meetings and conferences, attended at District expense shall be required to be submitted along with the expense report in order to receive reimbursement. The College PDI/IPD Committee may request and receive copies of these reports from the District.

Section 21.2. Professional Improvement Program Units.

Section 21.2.a. A Faculty Member desiring to receive salary advancement credit for a program of professional improvement may submit a proposal to the College PDI/IPD. The proposal must be submitted and approved prior to pursuing the program, except in exceptional circumstances. The College IPD/PDI will review the proposal, and shall make a determination in accordance with the criteria established.

Section 21.2.b. Upon completing the program, the Faculty Member shall submit evidence of credits earned or experience completed to the College IPD/PDI for its certification of successful completion of the program. Such evidence will be forwarded to the College President, or designee, for final certification and forwarding to the Vice Chancellor for Human Resources for implementation.

- (1) Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts to District Personnel no later than September 15 of the academic year of the horizontal salary change; a Faculty Member requesting a change through Professional Development Institute units must submit documentation of completion for pre-approved work to IPD/PDI no later than September 1. Compensation shall be effective as of the beginning of the academic year upon notification by the requesting Faculty Member. If transcripts or lack of degrees indicate that the requesting Faculty Member has failed to achieve the units or degrees, no salary adjustment shall be made.
- (2) All horizontal salary adjustments shall be approved by the Vice Chancellor for Human Resources, or designee. Horizontal salary credit for upper division units, graduate units, continuing education units, or professional education units course work will be accepted only from accredited institutions or as otherwise provided in this Article. Failure to submit transcripts and/or other needed documentation on or before September 15 of a given year may preclude any salary adjustment until the next school year.
- (3) After initial placement, horizontal scale adjustments for lower division units and/or Professional Development Institute (IPD/PDI) units [only be authorized by the college body (IPD/PDI) Committee. Professional Improvement Program units for all academic work must be upper division or graduate level, unless lower division units specifically authorized in advance by PDI/IPD." Therefore, these units may be a combination of academic and Professional Improvement Program Units, half of which must be academic units.

Section 21.3. IPD/PDI: Professional Development Projects for Salary Advancement Credits

Section 21.3.a. Criteria and Guidelines for Granting Approval for Professional Development Institute Projects

- (1) Faculty members requesting credit for independent study; job exchange; job shadowing; lower division course work; mentoring; new assignment; publications; production of educational materials; professional organization activity; work experience; workshops, seminars, and conferences must clearly show in a measurable way how these activities will enhance and improve the faculty member's teaching ability. "Measurable" is defined as documentation of the work to be undertaken and accomplished and its specific application to one's teaching field] Requests for approval must be submitted PRIOR to undertaking the work; however, under exceptional circumstances the request for approval may be submitted up to six (6) weeks after the event.
- (2) All proposals must meet one of the following requirements:
 - (a) Augment or enrich an instructor's knowledge and understanding of the subject matter he/she will be teaching or assigned.

- (b) Enhance the instructor's knowledge and understanding of disciplines related to the subject matter that he/she will be teaching or assigned.
 - (c) Develop his/her instructional skills.
 - (d) Equip the instructor to deal with medical or psychological crises that may occur in the classroom.
 - (e) Equip the instructor to deal with students with special needs.
 - (f) Equip the instructor to deal with the special needs of any age group, culture, race, etc.
- (3) Documentation of Completed Work: Documentation of the completed work must be submitted to the appropriate college IPD/PDI committee in a timely manner. Documentation of the final approved work to qualify a Regular Faculty Member for a column move must be submitted to the appropriate college IPD/PDI committee by September 1 to meet the September 15 deadline of the District.
- (a) Unit-for-unit academic credit will be granted for approved lower division course work.
 - (b) One unit IPD/PDI salary advancement credit will be granted for every eighteen (18) clock hours of work for these professional development projects that meet the criteria detailed in this contract: independent study; mentoring; new assignment; publications; production of educational materials; professional organization activity; workshops, seminars, and conferences.
 - (c) One unit of IPD/PDI salary advancement credit will be granted for every thirty-six (36) clock hours of work for these professional development projects that meet the above criteria detailed in this contract: job exchange, job shadowing, and work experience.

Section 21.3.b. Guidelines for Individual Professional Development Project Proposals

- (1) LOWER DIVISION COURSE WORK CREDITS: UNIT-FOR-UNIT ACADEMIC CREDIT
- (a) **Nature of Lower Division Course Work**
Full justification that the course work enhances subject matter knowledge in the faculty member's teaching field(s) or newly involved teaching field(s), or as it relates to involving teaching methodology and/or technology as approved by the appropriate administrator is required.
 - (b) **Standards for Receiving Credit for Lower Division Course Work**
Units of credit for salary schedule advancement will be unit-for-unit credit.
- (2) INDEPENDENT STUDY; MENTORING; NEW ASSIGNMENT; PRODUCTION OF EDUCATIONAL MATERIALS; PROFESSIONAL ORGANIZATION ACTIVITY; PUBLICATIONS; WORKSHOPS, SEMINARS, AND CONFERENCES: EIGHTEEN (18) CLOCK HOURS FOR ONE UNIT OF CREDIT.
- (a) Independent Study
 - (i) This program enables a faculty member to develop an independent study contract that will increase teaching effectiveness.
 - (ii) An explanation of how this experience/study will increase the faculty member's teaching effectiveness; how validation of that study has been completed will be presented; who will evaluate the work for its completeness; and what evidence will be presented that the objectives have been met must be submitted with the application.
 - (b) Mentoring:

- (i) Mentoring enables an experienced, tenured faculty member to motivate new faculty toward continuing self-education. Applicants may apply for PDI mentoring credit if the mentee agrees to the mentoring by the applicant.
- (ii) A mentor offers guidance, wisdom, experience, and encouragement, and is one who explores and supports teaching and learning with new colleagues.
- (iii) A mentor is not supervisory, nor evaluative, but is willing to explore tough questions about practical professional life.
- (iv) A mentor communicates not only where and how to get things done, but explains the unwritten rules about how we function at Coast Community College District, the political circumstances in which decisions get made, the diverse campus cultures and values, and our unspoken expectations.
- (v) A mentee benefits from this mentoring. A mentee must agree to be mentored by the mentor applying for PDI credit.

Section 21.2.c. Programs of professional improvement for salary advancement credit will be limited to the following types of activities:

- (1) Work experience
- (2) Independent study
- (3) Workshops, seminars and conferences
- (4) Lower division course work
- (5) Job shadowing
- (6) Job exchange
- (7) New assignment
- (8) Publications
- (9) Production of educational materials
- (10) Professional organizational activities—leadership of or membership in of a professional organization
- (11) Mentoring

Section 21.2.d. Compensation other than Salary Advancement Credit for Professional Improvement.

- (1) A Faculty Member on schedule “AA” or “QQ” who is on the last regular step of any column, or on any longevity step of column IV, or on any step of column V, of the salary schedule, and who desires to pursue a program of professional improvement may be compensated by released time or overload pay. The Faculty Member must submit the proposal to the College IPD/PDI prior to pursuing the proposed program. The College IPD/PDI will review the proposal, and if it approves the program, will forward its recommendation for approval and the type and amount of compensation to the College President, or designee, for final approval.
- (2) Eighteen (18) clock hours of work are required for one unit of released time or overload credit per semester for all approved Professional Improvement activities except work experience, job shadowing, and job exchange.
- (3) The same process of certification of completion will be required of the Faculty Member as stipulated in Section 2.b. of this Article.
- (4) Funding under this Section will be \$36,000 per academic year to be distributed

proportionately among the Colleges based on the F.T.E. of eligible Faculty Members covered by this Agreement. Each College will be guaranteed at least \$1,000.00. Any funds left over in IPD/PDI funds at the end of the year, including in the President's fund, will be added to next year's IPD/PDI fund.

Section 21.2.e. Credit for Seminars/Workshops, etc. Other work in special seminars, workshops, special study groups, etc., pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, may qualify if sufficient value can be substantiated on application and review. In order to be considered, such work must meet the criteria established by the College IPD/PDI Committee.

Section 21.2.f. Horizontal Salary Adjustments.

(1) Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts to District Personnel no later than September 15 of the academic year of the horizontal salary change; a Faculty Member requesting a change through Professional Development Institute units must submit documentation of completion for pre-approved work to IPD/PDI no later than September 1. Compensation shall be effective as of the

(vi) A mentor must not be a member of the new faculty's tenure/evaluation team. The mentor must be available for the mentee, dealing one-on-one in answering questions or sometimes attending appropriate activities with the mentee. Some topics of interest might be these, although this list is not all inclusive: academic honesty policies, admissions and records rosters, applications for professional development through IPD/PDI, horizontal salary movement, the bookstore and text ordering, the campus portal, clerical support, creating helpful syllabi, class management, lesson plan development, curriculum development and innovation, grading standards, using the library, matters of student discipline, multimedia services, reprographic services, room facilities, sexual harassment policies, student petitions, testing methods, SLO assessment, and disabled student services.

(c) New Assignment

- (i) This program is designed to augment or enhance an instructor's knowledge and understanding in order to undertake a new assignment, teach a new course, or maintain currency in a current assignment.
- (ii) Programs may involve unique and unusual opportunities for growth or retraining.
- (iii) This program may also allow instructors to develop instructional skills and material in a new teaching methods, mode, style, or focus.

(d) Production of Educational Materials

- (i) The process of developing the educational materials should augment or enhance the professional growth of the faculty member. The educational materials such as Power Point presentations and workbooks that are produced must be original creations for classroom use, including large lecture halls or laboratories or other on-campus instructional facilities.
- (ii) The educational materials shall be applicable to the instructional program in the

Coast Community College District.

- (iii) The work must be of unusual or unique benefit to students, other faculty members, or the District.

(e) Professional Organization Activity

- (i) This program enables a faculty member who participates in an ongoing leadership or membership role with a professional organization outside the district to gain professional credit.
- (ii) The professional organization must either be related to the general teaching profession or to the discipline in which the faculty member holds an assignment.
- (iii) The leadership or membership role within the organization could be a major one such as president or vice president, chair of a major committee or of a major project.
- (iv) The experience in this leadership or membership role must bring unique or unusual benefits to the students, other faculty, the college or the district.

(f) Publications

- (i) The work must enhance or augment an instructor's knowledge and understanding in courses taught.
- (ii) Publications include articles of educational value, the presentation of a paper to a professional meeting, the production of works with creative merit (such as literary reviews, articles in professional journals, and other academic writing) as judged by the Committee on Alternative Methods or other professional boards, or syllabi, novels, and textbooks that are not remunerated by the District.
- (iii) Publications that are written as part of an assigned District or College contract by a District grant are excluded from this program.
- (iv) These publications must provide opportunities that are of unique benefit to students and/or other faculty or the college.

(g) Workshops, Seminars, and Conferences

Credit will be given for attendance at scheduled sessions pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, if sufficient value can be substantiated upon application and review.

(h) Standards for Receiving Credit for Independent Study; Workshops, Seminars, and Conferences; New Assignment; Publications; Production of Educational Materials; Professional Organization Activity; Mentoring

- (i) One unit of credit will be granted for each eighteen (18) clock hours of time spent in independent study; workshops, seminars, and conferences; new assignments; publications; production of educational materials; professional organizational activities; and mentoring.
- (v) At the time of submission for approval the approximate number of hours required for submission must be declared.

- (iii) A maximum of eight (8) units of credit may be counted in any one school year for each type of project: independent study; workshops, seminars, and conferences; new assignments; publications; production of educational materials; professional organizational activities, and mentoring.
 - (iv) No more than ten (10) units may be used for each type of project when moving from one salary column to the next higher column (one-half of the total required units for a column move): independent study; mentoring; new assignments; production of educational materials; professional organizational activities; and workshops, seminars, and conferences.
- (3) JOB EXCHANGE, JOB SHADOWING, AND WORK EXPERIENCE: THIRTY-SIX (36) CLOCK HOURS FOR ONE UNIT OF CREDIT

(a) Job Exchange

- (i) This program enables a faculty member to gain professional credit by exchanging jobs with a person in a teaching or non-teaching position at an outside district agency, public or private, which is related to the faculty member's assignment.
- (ii) The participation in this exchange must be directly related to the faculty member's instructional discipline or assignment.
- (iii) This exchange must involve unique and unusual opportunities of benefit to the faculty member, the student, and the college.
- (iv) The person from the outside agency must hold proper credentials necessary to assume the faculty member's position.
- (v) Salaries need not be exchanged. The faculty member will receive normal salary payments from the District. The outside agency will agree to pay its employee a regular salary.
- (vi) The work of the faculty member must be directly and adequately supervised by a person with superior knowledge in the field of employment.
- (vii) The length of working arrangement will be negotiated, but it must be on a full-time basis (36 hours per week). The approximate number of hours for completion must be submitted for approval with the application.

(b) Job Shadowing

- (i) This program enables a faculty member to observe, evaluate, and work with an expert or professional whose occupation is related to the faculty member's own academic specialization, and must augment or enhance the faculty member's understanding of his/her field.
- (ii) Examples of job shadowing would be as follows:
 - A. Political Science: A faculty member would sit side-by-side with a city manager in order to follow day-to-day operations in the management of local government affairs.
 - B. Psychology: A faculty member would observe methods employed by a licensed professional in the field of mental health at an institution such as Fairview Hospital.

- C. Science: A faculty member may do field work with experts in private industry who are involved in the practical application of scientific theory (pharmaceutical firms, solar technology development, etc.).
 - D. English: A faculty member may observe classroom methods and lecture presentations by other faculty assessing student performance, analyzing with the professor all aspects of student achievement, growth, and classroom participation.
 - E. Vocational: A faculty member may interview and work in conjunction with a management professional in any of various vocational fields, observing application of new techniques and the latest technical equipment.
- (iii) Job shadowing must relate to a faculty member's assignment objectives and must provide benefit to the students or the district.
- (c) Work Experience.
- (i) The work must be directly and adequately supervised by a person with superior knowledge in the field of employment.
 - (ii) The firm in which employed must be of such a stature that the employment will enable the instructor to grow in knowledge and experience.
 - (iii) Work experience credit will NOT be granted for: writing for publications; teaching at any level; employment for duplicating an assignment in the Coast Community College District; work during the applicant's contract year; and employment by relatives.
 - (iv) In general, work experience credit will NOT be granted for: self-employment; employment as an independent contractor; work where the applicant is employed and remunerated by the Coast Community College District.
 - (v) An instructor is eligible to apply for work experience credit after he/she has completed one year of teaching in the Coast Community College District.
 - (vi) An instructor may not receive more than eight (8) units of work credit of a repetitious nature during subsequent summers. It shall be the responsibility of the reviewing committee and work supervisor to decide whether or not such work is of a repetitious nature.
- (d) Standards for Receiving Credit for Job Exchange, Job Shadowing and Work Experience
- (i) One unit of work experience or job shadowing experience credit may be granted for thirty-six (36) hours of job shadowing performance. One-half unit may be granted for eighteen (18) hours. Less than eighteen (18) hours will not be considered.
 - (ii) The approximate number of hours for completion must be submitted with the application.
 - (iii) A maximum of eight (8) work experience units may be counted toward salary advancement in any one year. A maximum of eight (8) job shadowing units may be counted toward salary advancement in any one year.
 - (iv) No more than ten (10) work experience units may be used in moving from one

salary schedule column to the next higher column. No more than ten (10) job shadowing units may be used in moving from one salary schedule column to the next higher column.

- (v) A faculty member may job shadow one or more experts in the process of accumulating hours for credit approval; however, no one expert may be job shadowed for more than 3 units of credit.

Section 21.3.c. Appeals Procedure for IPD/PDI Salary Advancement Credit Projects

If an applicant requesting credit for an IPD/PDI project in independent study; job exchange, job shadowing, lower division coursework; mentoring, new assignment; publications; production of educational materials; professional organization activity; work experience; and workshops, seminars, and conferences, is denied such credit by the College IPD/PDI for failure to meet the established criteria for granting approval, and said applicant desires to appeal the decision, an appeal may be made under the following conditions:

- (1) Denial of credit by the College IPD/PDI because the applicant failed to meet the requirements for prior approval is not appealable.
- (2) Denial of credit by the College IPD/PDI because the applicant does not meet any one of the requirements under the criteria for granting approval and/or because insufficient documentation of the completed work is submitted, the appeals process is as follows:
 - (a) Informal Level: A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the faculty member shall attempt to resolve the complaint by an informal conference with the chairperson of the College IPD/PDI. The Chairperson shall explain the reasons for denial of approval and suggest ways that the Faculty Member could modify his/her program of professional improvement to meet the established criteria. The Faculty Member who asked for the conference and the chairperson may each have another Faculty Member present.
 - (b) Formal Level: Any complaint that is not resolved at the informal level, as provided in section 21.3.c.2.a may be pursued through a formal appeal process in accordance with the procedures:
 - (i) Level 1
 - A. The appellant shall inform the Chairperson of the College IPD/PDI in writing within ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal.
 - B. The Chairperson will convene the appeal committee within ten (10) working days after the request is received. The Chairperson will Chair the committee and serve as a non-voting member. The appeal committee shall consist of four (4) voting members as follows:
 - A faculty member chosen by the appellant.
 - The President of the Academic Senate or his/her designee.
 - Two (2) members of the College IPD/PDI appointed by the Chairperson of the College IPD/PDI
 - C. The appeal committee may elect to take one of the following actions:
 - Concur with the findings of the College IPD/PDI

- Find in the appellant's favor
- Suggest remedies that the applicant could follow to meet the criteria for having the program approved.

D. Appeals after September 15 are to take effect the following year for salary advancement credits used towards a column move.

(vi) Level 2

- A. If the appellant is not satisfied with the decision of the committee at Level 1, the appellant may appeal to the District IPD/PDI Appeal Committee.
- B. The District IPD/PDI Appeal Committee shall be comprised of six (6) voting members, one from each College appointed by the Federation, and one from each College appointed by the District in the event of an appeal. The Federation President, or designee, and the Vice Chancellor for Human Resources, or designee, shall serve as non-voting members.
- C. The District IPD/PDI Appeal Committee will serve as an appeal body with the power to recommend to the Vice Chancellor for Human Resources, in the event of a disagreement between a bargaining unit member and the District, with regard to application of the criteria in Section 21.3.a.
- D. The appeal shall be made in writing to the District IPD/PDI Appeal Committee within (10) working days after the appellant receives the decision of the College IPD/PDI.
- E. The District PDI/IPD Appeal Committee shall issue its decision within twenty (20) working days after receipt of the appeal, or as may be reasonably extended. The decision of the District IPD/PDI Appeal Committee shall be final.

Section 21.3.d. Sabbatical Leaves

- (1) Purpose. Faculty Members will be encouraged to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their teaching discipline. The District's sabbatical leave program is designed to assist in this pursuit.
- (2) Eligibility and Procedures.
 - (a) A Regular Faculty Member is eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service with the District as provided in the Education Code Section 87768. The Faculty Member granted a sabbatical leave will again be eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service, to include intervening semesters in a one (1) year split sabbatical leave, following completion of the Faculty Member's prior sabbatical leave.
 - (b) Sabbatical leaves shall be granted in accordance with the procedures as shown in Appendix C.
- (3) Funding. Starting with the 2008-2009 academic year the District agrees to budget the sum of \$210,000.00, each year, to be used for sabbatical leaves. Beginning in 2009- 2010 and each year thereafter, the funding amount for the prior year will be increased by the percentage salary increase provided to the Faculty (each year). The annual budgeted amount will be distributed proportionately among the Colleges based on the F.T.E. of full-

time Faculty Members covered by this Agreement. Each College will be guaranteed at least one sabbatical leave paid by these funds. The annual budgeted amount will be used to augment any salary dollars which can be saved through self-funding. Any unused sabbatical funds shall be carried over to the next year to augment the funding for sabbatical leaves. An annual sabbatical account report prepared by each college showing all costs plus new and carry over balances will be provided to each Professional Development Institute/Institute for Professional Development (PDI/IPD) college committee by September 1.

- (4) Length of Leave. A sabbatical leave may be granted for one semester only; two half semesters; or two separate semesters to be commenced and completed within a three-year period. The service intervening between the two portions of leave taken shall be counted as service toward later sabbatical leave eligibility and shall begin with the beginning of the semester only. For purposes of this Article, when a Faculty Member's contract exceeds 175 days, a "semester" shall be defined as one-half the number of days composing the Faculty Member's contract, not to exceed 18 weeks conforming to the adopted 18-week Academic Calendar.
- (5) Compensation.
 - (a) A Faculty Member granted a sabbatical leave for an academic year shall receive sixty percent (60%) of the Faculty Member's salary for that year. A Faculty Member awarded a sabbatical leave for one semester or two half-semesters shall receive full salary for that semester or semesters. The District shall continue to provide insurance benefits during the period of the sabbatical leave. Time on sabbatical leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.
 - (b) Compensation for the sabbatical leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave. The Faculty Member will be reimbursed the cost of the bond upon fulfilling the service requirement.
- (6) Accident or Illness. Interruption of the sabbatical leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.
- (7) Selection Procedures.
 - (a) Eligible Faculty Members who desire a sabbatical leave must submit their applications to the designated sabbatical leave committee of their respective Colleges. Such sabbatical leave committees shall operate under the rules and procedures as shown in Appendix C. All applications shall be reviewed on the basis of purpose as set out in Section 1.
 - (b) The College Sabbatical Leave Committee shall forward to the College President a list containing the names of those Faculty Members whose sabbatical leave applications have been reviewed indicating those approved for recommendation. Upon request from the College President, a ranking of all sabbatical applicants by score will be provided.
 - (c) The College President, or designee, shall review the recommendations of the College Sabbatical Leave Committee. In the event of a disagreement, the College President, or designee, will confer with the chairperson of the College Sabbatical Leave

Committee before making a final decision.

- (d) The College President will forward to the Vice Chancellor for Human Resources the names of all those persons to be recommended to the Board. The College President, or designee, will have carefully evaluated the costs involved and will recommend the largest possible number of faculty within the dollar limitation, as indicated by the proportional share of the sabbatical leave monies to be received by the College.
 - (e) The Vice Chancellor for Human Resources, or designee, will make final recommendations to the Board in ample time for the Board to consider the recommendations in the month of January for sabbaticals in the following academic year. Faculty will be notified pursuant to Appendix C.
 - (f) Appeals Procedure. If a Faculty Member desires to appeal his/her ranking, and/or claim a violation of procedures, he/she will follow the Appeals Procedure outlined in Appendix C.
- (8) Amendments to Sabbatical Leave Procedures.
- (a) A District Sabbatical Leave Procedures Committee shall be constituted of three (3) Regular Faculty Members (one from each College) representing the Federation and one (1) representative from management at each College. None of these members shall serve concurrently on a College Sabbatical Leave Committee and on the District Sabbatical Leave Procedures Committee. The President of the Federation, or designee, and the designated District Administrator shall serve as co-chairpersons with no voting rights. The committee shall address recommendations pertaining to Appendix C amendments which include the distribution of information to the faculty, the determination of filing dates, the content and form of the applications, the College appeals procedure, the development of criteria for establishing that the sabbatical applications meet the purpose and the criteria for ranking said sabbaticals, if ranking is necessary.
 - (b) Amendments to procedures may be proposed by any two (2) College Sabbatical Leave Committees, the Federation, or the District. The Sabbatical Leave Procedures Committee shall review such proposals and forward its recommendations or changes to the District and the Federation. Amendments shall be subject to negotiations between the Federation and the District. Such recommendations shall be made no later than May 1st of any academic year. Any recommended changes which are adopted by the District and the Federation shall be published and implemented at the beginning of the next academic year.
- (9) Subsequent Service. A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the sabbatical leave. If the sabbatical leave is a split sabbatical, the Faculty Member will be required to render service to the District each semester between the end of the first portion of the sabbatical leave and the beginning of the second portion.
- (10) Reports. In accordance with the timeline in Appendix C, after the conclusion of the Faculty Member's sabbatical leave, the Faculty Member shall submit a written report describing how the sabbatical experience met the goals of the approved proposal to the Sabbatical Leave Committee. After review of the report the Committee Chair will forward the report to the President of the College for submission to the Chancellor and the Board.

If a report is not submitted within sixty (60) calendar days after returning to duty, a notice shall be sent to the faculty member and the Federation by the College President or designee indicating that if the report is not submitted within fourteen (14) calendar days, it

will be deemed a failure to complete a service requirement of the sabbatical and the employee's bond will be forfeited and the employee's timeline clock for a new sabbatical will not be started until the sabbatical report is submitted.

- (11) Faculty Working While on Sabbatical. Following the same procedures outlined in Article 12.13.c faculty members who request and are assigned may work up to a maximum of six and eight tenths. (6.8) overload units per semester. Faculty who are on half-semester sabbaticals may not teach overload other than what is required to meet load.

ARTICLE XXII. VACANCIES, TRANSFERS AND REASSIGNMENTS.

Section 22.1. Definitions

Section 22.1.a. Vacancy. Any faculty position (including categorically funded positions) which the District intends to fill by the employment, or voluntary transfer of a Regular or Contract Faculty Member.

Section 22.1.b. Transfer. Movement, either voluntary or involuntary, of a Faculty Member from one college to another, within the District.

Section 22.1.c. Reassignment. Movement of a Faculty Member from one discipline to another discipline or from one position to another position at the same college.

Section 22.1.d. Position. Class instructor, librarian, counselor, or other faculty assignment.

Section 22.1.e. Voluntary. Initiated by the Faculty Member who is seeking a transfer or reassignment or, initiated by the District with the freely given consent of the Faculty Member to be transferred or reassigned.

Section 22.1.f. Involuntary. Initiated by the District, without consent of the Faculty Member to be transferred or reassigned.

Section 22.2. Voluntary Transfer and Reassignment

Section 22.2.a. Any Faculty Member may apply for any announced vacancy and shall be considered for that vacancy as provided in this Article. A Faculty Member may be voluntarily reassigned to another Faculty position or discipline within the college without announcement of a position vacancy. The Federation shall receive notice of the reassignment from the college.

Section 22.2.b. Except with the Faculty Member's agreement, no Faculty Member shall be transferred or reassigned to a position outside the Faculty Service Area(s) for which that Faculty Member holds qualifications. (Section 19.1).

Section 22.2c. Minimum qualifications and desirable qualifications for an announced vacancy shall be designed to provide for a broad applicant pool of qualified candidates.

Section 22.2d. In unusual circumstances the Faculty Member, the Federation and the District may agree upon a voluntary transfer, bypassing the procedures set forth in this section.

Section 22.2.e. Posting. The District will post on designated bulletin boards at each College announcements of all faculty vacancies. Such announcements shall be posted for a minimum of ten (10) business days (days in which the District office is open for business). Copies of any such announcements shall be forwarded to the Federation at the time of posting. Upon written request to the Office of Human Resources, specifying the discipline(s), college(s) and/or classification of interest to the Faculty Member on sabbatical or leave of absence, vacancy announcement(s) for such positions shall be mailed promptly to the Faculty Member's address of record.

Section 22.2.f. Applications. Current full-time Faculty Members, who make timely application and meet the job announcement minimum qualifications, shall be considered by the screening committee prior to scheduling interviews for other applicants. The hiring committee shall interview each Faculty Member who is a qualified applicant.

Section 22.2.g. Selection Process. At the request of the Faculty Member who is rejected for a transfer or reassignment, the designated Administrator will submit to the Faculty Member a statement in writing as to the specific reason(s) for such rejection.

Section 22.3. Involuntary Reassignments and Transfers.

Section 22.3.a. The District and the Federation recognize that there may be unusual circumstances requiring the involuntary reassignment or transfer of a Faculty Member. Such circumstances may include transfer and/or reassignment to avoid layoff. Such transfers and/or reassignments will not be made in an arbitrary, capricious or discriminatory manner.

Section 22.3.b. In the event a Faculty Member is involuntarily transferred or reassigned as a result, either directly or indirectly, of the layoff process, that Faculty Member shall for two years retain the right of first consideration to return to the position from which transferred or reassigned. It will be the responsibility of the Office of the Vice Chancellor for Human Resources to guarantee that Faculty Members so affected are notified of such vacancies and are assured of the consideration provided by this Section.

Section 22.3.c. The President of the Federation shall be notified of the name of any Faculty Member when the District or College proposes to transfer or reassign pursuant to this Section.

Section 22.3.d. The reason for the involuntary transfer or reassignment shall be provided in writing, if requested by the Faculty Member being transferred.

Section 22.4. Intra-District Exchange.

Any two (2) Regular Faculty Members may make written applications to their College President(s) to participate in an intra-district exchange. Such request must be received no later than ninety (90) days prior to the end of the semester preceding the semester in which the exchange would begin. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange. The President, or designee, will review the request and determine whether or not the request may be granted. If the request for an exchange is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The leave may not exceed one (1) year, except that by mutual consent of the Faculty Member and the District, the leave may be extended.

Section 22.5. Retraining Leave.

Section 22.5.a. Purpose. Faculty Members will be encouraged to pursue professional growth leading to the redirection of their teaching discipline. The District's retraining leave program will assist in this pursuit.

Section 22.5.b. Eligibility. A Regular Faculty Member is eligible to apply for a retraining leave.

Section 22.5.c. Funding. Funding for retraining leave will be budgeted at \$50,000.00, to be used for retraining leaves in each academic year. Unused funds will be credited to this account at the end of the fiscal year.

Section 22.5.d. Length of Leave. A retraining leave may be granted for one semester only, two consecutive semesters, or a percentage of contract during a single academic year.

Section 22.5.e. Compensation.

- (1) A Faculty Member granted a retraining leave for an academic year shall receive fifty percent (50%) of the Faculty Member's salary for that year. A Faculty Member granted a retraining leave for one (1) semester shall receive full salary for that semester. A Faculty Member granted a retraining leave for a percentage of contract shall receive full salary for up to one-half (1/2) of his/her regular contract period, and no additional salary for periods beyond. The District shall continue to provide insurance benefits during the period of the leave. Time on leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.
- (2) Compensation for the retraining leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave.

Section 22.5.f. Accident or Illness. Interruption of the retraining leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

Section 22.5.g. Criteria and Selection Procedures.

- (1) A retraining leave application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such a leave. Criteria for acceptance of the Faculty Member's leave application are: likelihood that retraining will be achieved in no more than four consecutive semesters; evidence that the Faculty Member will be accepted in an educational program acceptable to the District; and evidence that the Faculty Member with new certification can fulfill assignments in teaching areas needing additional staff. Any regular Faculty Member whose position is being eliminated due to program review shall have priority for this retraining leave.
- (2) Such application shall be made to the Chief Instructional Officer. The Chief Instructional Officer and the College President shall recommend candidates to the Vice Chancellor for Human Resources. If the request is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The Vice Chancellor will submit recommendations to the Board of Trustees for final approval. Retraining leaves shall be submitted to the Board for approval no later than the last month of the semester prior to the semester in which the leave will be taken.

Section 22.5.h. Subsequent Service.

- (1) A Faculty Member, as a condition of being granted a retraining leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the retraining.
- (2) Upon completion of the Faculty Member's retraining, he/she shall be reassigned to the new teaching area.

ARTICLE XXIII. PROPERTY RIGHTS

Section 23.1. Purpose. The District and Federation have a mutual interest in establishing an environment that fosters and encourages the creation of Intellectual property by Faculty Members. To further that mutual interest, the Federation and the District have agreed to the terms of this Article establishing the respective ownership rights to the Intellectual Property that Faculty Members create.

Section 23.2. Definitions

Section 23.2.a. “Intellectual Property” shall mean Works (including “Instructional Materials”) and Inventions.

Section 23.2.b. A “Work” is any original material that is eligible for copyright protection including (but not limited to) Instructional Materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software. A work may be published in any enduring medium (e.g., print, digital, electromagnetic, optical) or may exist in any tangible form (e.g., a sculpture or structure).

Section 23.2.c. “Instructional Materials” are those original materials a Faculty Member creates independently to perform his or her assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia, and tests. Instructional Materials may be created by the Faculty Member for use in any instructional delivery method.

Section 23.2.d. An “Invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

Section 23.2.e. A “Work or Invention for Hire” is one for which the Faculty Member receives compensation from the District to create and/or contribute to the development of an Intellectual Property and for which the Faculty Member relinquishes all ownership and royalty rights to the District.

Section 23.3. Copyright and Patent Ownership

Section 23.3.a. Faculty Ownership.

- (1) Works and Inventions covered by this Article (excluding Works for Hire). This Article applies to the Intellectual Property created by Faculty Member(s) in direct connection with, and in support of, the courses they teach (or other duties they perform) as employees of the District.
- (2) Faculty right of ownership. Provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code) notwithstanding, the Faculty member shall have (subject to the provision of this Article) the exclusive property right to all Intellectual Property that is the original product of his or her mind, time, talent and effort, including the right to all royalties from the distribution, lease, or sale thereof. Except as otherwise provided in this Article, the District waives any property right it might have to such Intellectual Property. The Faculty Member shall retain this exclusive property right throughout his or her lifetime; upon the Faculty Member’s death all such property rights shall devolve upon his or her estate, except when developed under work for hire. The fact the Intellectual Property relates to the Faculty Member’s assignment, or that the Faculty Member uses that original property in performing that assignment, shall not by itself create any ownership interest whatsoever for the District, except when developed as an original “Work or Invention for Hire.” The District shall have no claim of ownership to a work produced by a Faculty Member(s) under a grant awarded exclusively to that Faculty Member(s) without fiscal participation by the District.

Section 23.3.b. District Ownership. The District will own the copyright to works under the following circumstances:

- (1) Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, “substantial support” means financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use,

minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grants shall be considered substantially supported by the District unless it follows Faculty Ownership (3a2) or District and Faculty Ownership (3c3)

- (2) Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional material.
- (3) The respective ownership interests for cooperatively developed Intellectual Property shall be specified in writing at the time of agreement between the faculty and the District. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which may differ from those set forth above. The Faculty Members may be compensated for creating a Work or Invention for Hire by either released time or an hourly wage. The hourly wage shall be the non- instructional rate. The terms of any such individual agreement will supercede the terms of this Article once such an agreement is signed by the faculty member and an authorized representative of the District. A copy of any such agreement will be provided to the CFE.

Section 23.3.c. District and Faculty Ownership.

- (1) Online Courses. If the District desires to market cooperatively developed materials upon completion of a project, the Faculty Member shall receive a royalty. If a cooperatively developed online course is distributed outside of the Coast Community College District, the District/college and Faculty developer(s) shall share net royalties as specified in the agreement.
- (2) Ownership of Instructional Materials. Instructional Materials are the sole property of the Faculty Member who creates them (except when developed as work for hire or cooperatively developed materials), and the District waives any claim to ownership of them.
- (3) When a Faculty Member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.

Section 23.4. Patent or Copyright Registration. The owner of Intellectual Property covered by this Article shall register that ownership right with the U.S. Copyright Office or the U.S. Trademark and Patent Office, as appropriate.

Section 23.5. Cooperative Projects. Individual Contracts and Compensation. One or more Faculty Members may enter into a separate agreement with the District for the creation of Intellectual Property requiring the use of substantial District resources. Such agreements shall be in writing. Such agreements may determine the respective ownership interests of the Faculty Members(s) and the District in that Intellectual Property.

Section 23.6. Works or Inventions for Hire. No Intellectual Property shall be a Work or Invention for Hire unless the District has entered into a written agreement with the participating Faculty Member(s). In the absence of such a written agreement, the Intellectual Property shall be the property of the Faculty Member(s) who create(s) it. No Faculty Member shall be involuntarily assigned to create a Work or Invention for Hire.

Section 23.7. Acquiring Rights from Third Parties. If the creation of a Work or Invention requires

rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the Faculty Member or the District) who is to hold the ownership rights in that Work or Invention.

Section 23.8. Recorded Instruction. (AUDIO) A Faculty Member's lecture in a large lecture class may be recorded by the college and made available to students during the semester of the class. The Faculty Member shall own all copyrights or product rights to any recordings of his/her lecture.

Section 23.9. Faculty Member's use of name of District or College. Faculty Members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College for as long as they continue to be employed by the District. If a faculty member creates an online course that identifies the Faculty Member as its author, the Faculty Member's name shall be followed by the name of the College at which the Faculty Member teaches.

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

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

ARTICLE XXIV. GRIEVANCE AND ARBITRATION PROCEDURE.

Section 24.1. Definitions.

Section 24.1.a. A "grievance" is defined as a claim by a Faculty Member or the Federation that the District has violated a provision of this Agreement and that by reason of such violation the Faculty Member or the Federation has been adversely affected.

Section 24.1.b. A "grievant" may be a Faculty Member or the Federation.

Section 24.1.c. A "day" is any day in which the central administrative office of the District is open for business, including weekends and holidays.

Section 24.1.d. A "supervisor" is the Administrator who manages the designated unit in which the grievant has assigned duties relevant to the grievance.

Section 24.1.e. The form titled "Grievance Form" in Appendix D shall be used by the Federation and grievant in all grievance proceedings. The "Grievance Form" shall be mutually agreed upon between the Federation and the District.

Section 24.2. Informal Level. A complaint may, but need not, constitute a grievance. Before filing a grievance, the Faculty Member shall attempt to resolve the complaint by an informal conference with the Faculty Member's supervisor. Each party may request another person to be present at the informal conference.

Section 24.3. Formal Level. Any complaint that is not resolved at the informal level, as provided in Section 2 and which complaint constitutes a grievance as defined in Section 1, shall be processed in accordance with the following procedures:

Section 24.3.a. Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the designated supervisor within twenty (20) days after the date the grievant discovered the facts, or reasonably should have discovered the facts, giving rise to the grievance. The grievance shall state the facts surrounding the grievance and shall specify the

provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor, or designee, shall provide the grievant with a written decision to the grievance within six (6) days after receipt of the grievance. Within the period from the filing of the grievance until the written decision, either party may request a conference to discuss the grievance.

Section 24.3.b. Level II: If the grievant is not satisfied with the decision of the supervisor at Level I, the grievant may appeal the decision on the grievance form to the designated Grievance Officer of the College. Such appeal must be in writing and made within six (6) days after the grievant's receipt of the reply in Level I. The statement on appeal shall include a copy of the original grievance, the decision rendered by the supervisor, and a statement of the reason for the appeal. The College Grievance Officer, or designee, shall conduct an investigation into the allegations and shall provide the grievant with a decision in writing within six (6) days after receiving the appeal. Either the grievant or the College Grievance Officer may request a conference to discuss the grievance prior to the written decision.

Section 24.3.c. Level III: If the grievant is not satisfied with the decision at Level II, the grievant may, within six (6) days after receipt of the decision, appeal the decision to the Vice Chancellor for Human Resources, or designee. This appeal shall be in writing and shall include the original grievance and shall state the basis of the appeal to Level III. The Vice Chancellor for Human Resources, or designee, shall provide the grievant with a decision in writing within ten (10) days after the submission of the grievance at this level. By written mutual agreement, these time lines may be tolled. Failure to meet this time line will result in award of the remedy sought by the Federation.

Section 24.3.d. Level IV: Arbitration: Any grievance which has not been resolved to the satisfaction of the Federation shall be submitted by the Federation to arbitration upon providing written notice to the Vice Chancellor for Human Resources. Such notification by the Federation shall be made within fifteen (15) days after the receipt of the decision at Level III.

Section 24.4. Selection of the Arbitrator. Not later than ten (10) days after the District receives written notice of the Federation's desire to arbitrate, the parties may agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association. The District and the Federation shall alternately strike a name from the list (the first to strike to be determined by lot) until one remains. This person shall be the selected arbitrator, and the Labor Arbitration Rules of the American Arbitration Association shall apply. By mutual agreement of the Federation and the District, the arbitration may be heard under the Expedited Labor Arbitration Procedures of the American Arbitration Association.

Section 24.5. Authority of Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement and what the remedy shall be. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before the effective date of this Agreement.

Section 24.6. Review by Board. The decision of the arbitrator shall be final and binding upon the parties to the dispute. Binding Arbitration will apply to grievances filed after June 30, 2008.

Section 24.7. Arbitration Arrangements. The fees and expenses of the arbitration, including a reporter's transcript, if the parties agree to have a transcript or if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties, except that the party requesting review of the arbitrator's decision by the Board shall pay the full amount of the arbitrator's fee. Each party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of the Federation at the arbitration hearing and will

provide released time without loss of compensation to District or Federation witnesses during the period their presence is required as witnesses. Hearings will be scheduled on District premises, if possible.

Section 24.8. Grievance Procedure Records. All documents, communications and records dealing with the grievance and arbitration procedures provided herein shall be filed separately from the personnel files of the grievant(s).

Section 24.9. Time Limits. If the grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made. If the District fails to respond to the grievance within the specified time limits at any level, the grievant may proceed to the next level. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the grievant or the District and the Federation. The day of delivery of notice shall be counted as a day in determining time limits.

Section 24.10. Federation Representation. The grievant shall be entitled to representation by a Federation representative at any grievance meeting. If the grievant desires representation, such shall be requested from the Federation. The Federation shall inform the supervisor and/or College Grievance Office and/or the Vice Chancellor for Human Resources of the person designated to represent the grievant so that meetings may be scheduled not to conflict with the assigned duties of such representative. In situations where the Federation has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter. An additional District representative may be invited to be present at any level of the grievance process.

Section 24.11. Scheduling of Meetings. Grievance meetings will be held during the normal business day, but shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event a meeting is scheduled which conflicts with such assigned duties of an affected Faculty Member, the Faculty Member will not suffer any loss of pay as a result of attending such meetings.

Section 24.12. Federation Grievance. If the Federation files a grievance, it shall be filed at Level III with the Vice Chancellor for Human Resources within twenty (20) days from the date the Federation discovered the facts or reasonably should have discovered the facts giving rise to the grievance. The written Federation grievance shall comply with the requirements set forth in Section 3(a) of this Article. The Vice Chancellor for Human Resources shall process the grievance within the time limits as provided in Section 3.c. of this Article.

Section 24.13. Group Grievance. If any group of Faculty Members has the same grievance, one grievant may file the grievance on behalf of all other parties. The grievant filing such a group grievance shall obtain on the grievance form the signature of such Faculty Member in the group who authorizes the grievant to process the grievance on the Faculty Member's behalf.

ARTICLE XXV. CONCERTED ACTIVITIES.

Section 25.1. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, or other concerted action or refusal to perform job functions and responsibilities by the Federation, its officers or agents during the term of this Agreement.

Section 25.2. In the event members of the Federation engage in any of the actions prohibited in Section 1 of this Article, the Federation shall not in any way aid, encourage or abet such actions and will take all reasonable means to end such actions.

Section 25.3. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XXVI. AGREEMENT CONDITIONS & DURATION.

Section 26.1. Sole Agreement. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 26.2. District and Federation Obligations. Neither the District nor the Federation shall be bound by any requirements which are not expressly and explicitly stated in this Agreement.

Section 26.3. Savings Clause. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect. At the request of either party, the District and Federation agree to negotiate any replacement provision within fifteen (15) days of such request.

Section 26.4. Effective Date and Duration.

Section 26.4.a. This Agreement shall become effective upon the date of its execution and ratification by both parties, except as otherwise specified, and shall remain in effect through June 30, 2020.

Section 26.4.b. 2018-2019 Re-openers. The parties agree that for 2018-2019, either party may reopen any one non-economic articles of choice, and any other mutually agreed upon articles. The parties further agree that Article VIII - Evaluation of Faculty Members shall be a mutually agreed-upon reopener during 2017-2018 negotiations for the purpose of drafting/modifying evaluation forms.

Section 26.4.c. 2019-2020 Re-openers. The parties agree that for 2019-2020, either party may reopen any one non-economic article of choice, plus any other mutually agreed upon articles.

IN WITNESS WHEREOF the parties execute this Agreement this ____ day of _____, 2018.

Date Signed: _____

COAST FEDERATION OF EDUCATORS/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1911

COAST COMMUNITY COLLEGE DISTRICT

Rob Schneiderman, President
Chief Negotiator

Mary Hornbuckle, President
Board of Trustees

Dr. Marco Baeza
Vice Chancellor of Human Resources



Faculty - 175 Days (AA Salary Schedule)
Effective 2018-2019 Academic Year
Units: Annual

Step	I	II	III	IV	V	Step
1	\$ 52,394	\$ 59,463	\$ 64,160	\$ 68,841	\$ 73,609	1
2	\$ 55,009	\$ 62,090	\$ 66,776	\$ 71,462	\$ 76,231	2
3	\$ 57,634	\$ 64,704	\$ 69,395	\$ 74,077	\$ 78,846	3
4	\$ 60,251	\$ 67,328	\$ 72,020	\$ 76,697	\$ 81,472	4
5	\$ 62,866	\$ 69,937	\$ 74,635	\$ 79,314	\$ 84,089	5
6	\$ 65,487	\$ 72,562	\$ 77,255	\$ 81,935	\$ 86,709	6
7	\$ 68,103	\$ 75,182	\$ 79,867	\$ 84,549	\$ 89,326	7
8	\$ 70,723	\$ 77,800	\$ 82,495	\$ 87,173	\$ 91,951	8
9	\$ 73,345	\$ 80,421	\$ 85,108	\$ 89,786	\$ 94,564	9
10	\$ 75,959	\$ 83,034	\$ 87,728	\$ 92,411	\$ 97,180	10
11		\$ 85,649	\$ 90,344	\$ 95,027	\$ 99,804	11
12		\$ 88,271	\$ 92,964	\$ 97,643	\$ 102,416	12
13			\$ 95,581	\$ 100,264	\$ 105,041	13
14				\$ 100,264	\$ 105,041	14
15				\$ 104,240	\$ 109,016	15
16				\$ 104,240	\$ 109,016	16
17				\$ 108,212	\$ 112,990	17
18				\$ 108,212	\$ 112,990	18
19				\$ 108,212	\$ 112,990	19
20				\$ 112,190	\$ 116,963	20
21					\$ 116,963	21
22					\$ 116,963	22
23					\$ 120,938	23
24					\$ 120,938	24
25					\$ 120,938	25
26					\$ 124,911	26

Effective 2018-2019 Academic Year - 2.71% COLA + 1.0% Increase = 3.71% Total
Doctoral Stipend: \$3,056

**Faculty 12 Month - 221 Days (A2 Salary Schedule)****Effective 2018-2019 Academic Year****Units: Annual**

Step	I	II	III	IV	V	Step
1	\$ 66,163	\$ 75,093	\$ 81,022	\$ 86,935	\$ 92,958	1
2	\$ 69,468	\$ 78,406	\$ 84,326	\$ 90,245	\$ 96,270	2
3	\$ 72,781	\$ 81,710	\$ 87,635	\$ 93,548	\$ 99,574	3
4	\$ 76,084	\$ 85,010	\$ 90,947	\$ 96,856	\$ 102,889	4
5	\$ 79,389	\$ 88,322	\$ 94,253	\$ 100,161	\$ 106,189	5
6	\$ 82,699	\$ 91,636	\$ 97,560	\$ 103,470	\$ 110,946	6
7	\$ 86,003	\$ 94,943	\$ 100,860	\$ 106,771	\$ 112,803	7
8	\$ 89,312	\$ 98,249	\$ 104,177	\$ 110,087	\$ 116,117	8
9	\$ 92,625	\$ 101,560	\$ 107,479	\$ 113,385	\$ 119,420	9
10	\$ 95,926	\$ 104,859	\$ 110,787	\$ 116,701	\$ 122,724	10
11		\$ 108,163	\$ 114,091	\$ 120,005	\$ 126,038	11
12		\$ 111,474	\$ 117,396	\$ 123,312	\$ 129,339	12
13			\$ 120,704	\$ 126,620	\$ 132,648	13
14				\$ 126,620	\$ 132,648	14
15				\$ 131,641	\$ 137,670	15
16				\$ 131,641	\$ 137,670	16
17				\$ 136,657	\$ 142,691	17
18				\$ 136,657	\$ 142,691	18
19				\$ 136,657	\$ 142,691	19
20				\$ 141,677	\$ 147,707	20
21					\$ 147,707	21
22					\$ 147,707	22
23					\$ 152,726	23
24					\$ 152,726	24
25					\$ 152,726	25
26					\$ 157,744	26

Effective 2018-2019 Academic Year - 2.71% COLA + 1.0% Increase = 3.71% Total
Doctoral Stipend: \$3,056



Counselors - 195 Days (QQ Salary Schedule)
Effective 2018-2019 Academic Year
Units: Annual

Step	I	II	III	IV	V	Step
1	\$ 58,380	\$ 66,262	\$ 71,492	\$ 76,704	\$ 82,024	1
2	\$ 61,294	\$ 69,188	\$ 74,408	\$ 79,624	\$ 84,941	2
3	\$ 64,217	\$ 72,096	\$ 77,327	\$ 82,542	\$ 87,861	3
4	\$ 67,133	\$ 75,018	\$ 80,248	\$ 85,462	\$ 90,781	4
5	\$ 70,051	\$ 77,936	\$ 83,161	\$ 88,382	\$ 93,696	5
6	\$ 72,971	\$ 80,852	\$ 86,084	\$ 91,303	\$ 96,614	6
7	\$ 75,888	\$ 83,773	\$ 88,998	\$ 94,214	\$ 99,534	7
8	\$ 78,801	\$ 86,691	\$ 91,923	\$ 97,134	\$ 102,457	8
9	\$ 81,724	\$ 89,603	\$ 94,836	\$ 100,044	\$ 105,374	9
10	\$ 84,641	\$ 92,522	\$ 97,750	\$ 102,972	\$ 108,291	10
11	\$ 95,442	\$ 95,442	\$ 100,669	\$ 105,889	\$ 111,212	11
12	\$ 98,358	\$ 98,359	\$ 103,581	\$ 108,800	\$ 114,118	12
13			\$ 106,503	\$ 111,722	\$ 117,042	13
14				\$ 111,722	\$ 117,042	14
15				\$ 116,151	\$ 121,470	15
16				\$ 116,151	\$ 121,470	16
17				\$ 120,582	\$ 125,900	17
18				\$ 120,582	\$ 125,900	18
19				\$ 120,582	\$ 125,900	19
20				\$ 125,013	\$ 130,333	20
21					\$ 130,333	21
22					\$ 130,333	22
23					\$ 134,761	23
24					\$ 134,761	24
25					\$ 134,761	25
26					\$ 139,189	26

Effective 2018-2019 Academic Year - 2.71% COLA + 1.0% Increase = 3.71% Total
Doctoral Stipend: \$3,056



Cosmetology - 210 Days (Q2 Salary Schedule)
Effective 2018-2019 Academic Year
Units: Annual

Step	I		II		III		IV		V		Step
1	\$	62,870	\$	71,357	\$	76,989	\$	82,601	\$	88,330	1
2	\$	66,008	\$	74,508	\$	80,127	\$	85,745	\$	91,472	2
3	\$	69,152	\$	77,639	\$	83,271	\$	88,892	\$	94,616	3
4	\$	72,295	\$	80,785	\$	86,420	\$	92,033	\$	97,761	4
5	\$	75,435	\$	83,927	\$	89,558	\$	95,179	\$	100,904	5
6	\$	78,581	\$	87,069	\$	92,701	\$	98,322	\$	104,043	6
7	\$	81,721	\$	90,216	\$	95,840	\$	101,458	\$	107,187	7
8	\$	84,861	\$	93,355	\$	98,991	\$	104,603	\$	110,334	8
9	\$	88,010	\$	96,494	\$	102,127	\$	107,738	\$	113,476	9
10	\$	91,149	\$	99,635	\$	105,267	\$	110,890	\$	116,618	10
11			\$	102,780	\$	108,411	\$	114,032	\$	119,762	11
12			\$	105,923	\$	111,549	\$	117,169	\$	122,896	12
13					\$	114,697	\$	120,316	\$	126,045	13
14							\$	120,316	\$	126,045	14
15							\$	125,083	\$	130,812	15
16							\$	125,083	\$	130,812	16
17							\$	129,854	\$	135,584	17
18							\$	129,854	\$	135,584	18
19							\$	129,854	\$	135,584	19
20							\$	134,626	\$	140,354	20
21									\$	140,354	21
22									\$	140,354	22
23									\$	145,124	23
24									\$	145,124	24
25									\$	145,124	25
26									\$	149,893	26

Effective 2018-2019 Academic Year - 2.71% COLA + 1.0% Increase = 3.71% Total
Doctoral Stipend: \$3,056



**Part Time Instructor, Counselor, and Librarian
BB Salary Schedule
Effective 2018-2019 Academic Year**

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency

BB - Per LHE Rate			
Grade / Step	I	II	III
1	\$ 1,033	\$ 1,118	\$ 1,204
2	\$ 1,118	\$ 1,204	\$ 1,275
3	\$ 1,204	\$ 1,275	\$ 1,354
4	\$ 1,275	\$ 1,354	\$ 1,438
5	\$ 1,354	\$ 1,438	\$ 1,532
6	\$ 1,438	\$ 1,532	\$ 1,631

BB - Hourly Rate					
Grade / Step	I	II	III	MI	MN
1	\$ 57.389	\$ 62.111	\$ 66.889	\$ 44.366	\$ 35.000
2	\$ 62.111	\$ 66.889	\$ 70.833		
3	\$ 66.889	\$ 70.833	\$ 75.222		
4	\$ 70.833	\$ 75.222	\$ 79.889		
5	\$ 75.222	\$ 79.889	\$ 85.111		
6	\$ 79.889	\$ 85.111	\$ 90.611		

Effective 2018-2019 Academic Year - 2.71% COLA

**Miscellaneous Instructional Rate (MI) - \$354.93/Day - \$44.366/Hour*

**Miscellaneous Non-Instructional Rate (MN) - \$280.00/Day - \$35.000/Hour*



Faculty Special Rates, 2018 – 2019

- A. Overload:** Faculty Members will be compensated for each hour of instructional overload assignment, as weighted according to the loading factors set forth in Section 11.3., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth on the salary schedule, with the maximum rate at step 6, scale IV., rounded up to the nearest dollar, **Fall, 2018 \$82.00/hr.** [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Sections 13.7.a and 13.7.b] Earn code: FT OVR.
- B. Summer School/Intersession.** Instructors assigned to teach in the summer will be compensated for each hour of instruction, as weighted according to the loading factors set forth in Section 11.4., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth in the salary schedule of the previous academic year. Intersession will be compensated for each hour in instruction, as weighted according to the loading factors set for in Section 11.4.c at 1/1000th of the Faculty Member's annual salary as set forth in the current year salary schedule. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.6] Earn Code: FT INM (winter), PT INH (winter), FT SMM (summer), PT SMH (summer).
- C. Substitute FT Service:** Substitute rates will be compensated at the overload pay rate, with a maximum rate at step 6, scale IV, rounded up to the nearest dollar. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.8.a] Earn Code: FT SBM, PT SBH.
- D. Individualized Study:** Individualized study shall be at the rate of 1/2000th of step 5, scale IV in the Salary Schedule (\$39.657/hr.) per student (semester) unit (one student enrolled in one-unit work study class) based on the enrollment of the 4th week, and an additional 1/2000th per semester unit based on the 10th week enrollment. Instructors may not exceed a maximum of 24 students per semester or 72 student units per semester. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.7.c] Earn Code: FT EXM
- E. Special Assignment:** The pay rates are dependent on the special assignments; generally, the daily contract rate, or the per diem rate. These rates are computed as follows:
- 1. Contract Daily Rate:** The contract daily rate is determined by dividing the Faculty Member's annual salary by the number of duty days established for the year. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.11] Earn Code: FT PDM.
 - 2. Full-Time Miscellaneous Non-Instructional Rate:** At the rate of 1/200th of step 5, scale IV, in the Salary Schedule for each full day's 8-hour assignment **@\$396.57/day** per school year. Assignment for less than 8 hours will be prorated but no assignment will be less than 4 hours **@\$49.571 hour**, based on an 8-hour day. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.10] Earn Code: FT EXM
 - 3. Part-Time Miscellaneous Non-Instructional Rate:** A miscellaneous non-instructional rate shall be paid for each hour of a part-time faculty member's service to the District for activities that are not related to direct teaching (non-FTE generating). These activities shall include but not be limited to curriculum development, programmatic coordination, consultation services, etc. The rate is **\$280.00 per day (\$35.00 per hour)**. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.17.d] Earn Code: PT EXH

4. **Counselors and Librarians Extra Service Pay:** A Counselor or Librarian assigned to perform counselor or librarian duties on any day, in addition to Faculty Member's contract days of service, as provided in Section 11.1, will be compensated at the contract daily rate. Assignments of fewer hours per day than specified in Sections 11.8 and 11.9, will be appropriately prorated. Assignments requiring less than 3 hours under this Section, will be compensated as though 3 hours had been worked. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.12] Earn Code: FT PDM.
 5. **Coaches Stipend: Fall, 2018 \$5,133** - Faculty Members who are assigned to coach a college-approved sport shall receive a stipend equal to 8% of Column III, Step 1 of the faculty salary schedule. This stipend will be paid on December 1 for fall sports and on May 1 for spring sports to each coach who performs the service. This stipend does not apply to any Faculty Member who is on a twelve-month contract unless he/she coaches a second sport. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XI, Section 11.12.c] Earn Code: FT EXM, PT IVH.
- F. **Department Chair:** The District shall pay Faculty Members LHE based stipends to perform the duties of a department chair. Compensation for these assignments is defined annually. **\$1,857.76** per LHE (Effective Fall 2018) [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XI, Section 11.17.a.2] Earn Code: FT IUM, PT IUH.
 - G. **Cooperative Education:** A Faculty Member teaching cooperative work experience or internship academy will be paid based on five (5) students per lecture hour equivalency (.20 LHE/student), at the overload rate, with a maximum rate at step 6, scale IV, **rounded up** to the nearest dollar. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XI, Section 11.7.a] Earn Code: FT EXM.
 - H. **Internship Academy:** A Faculty Member teaching cooperative work experience or internship academy will be paid based on five (5) students per lecture hour equivalency (.20 LHE/student), at the overload rate, with a maximum rate at step 6, scale IV, **rounded up** to the nearest dollar. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XI, Section 11.7.a] Earn Code: FT EXM.
 - I. **Military and Corporate Education Pay:** Earn Code: FT MTM or PT MTH
 - **Telecourses Courses:** Full-time Faculty-**\$49.16**/student (.6 X Maximum Overload Rate)
Part-time Faculty- **\$26.619**/ student (.6 X Miscellaneous Instructional Rate - MTR)
 - **Online Courses:** Full-time Faculty-**\$86.03** (1.05 X Maximum Overload Rate)
Part-time Faculty-**\$46.584** (1.05 X Miscellaneous Instructional Rate - MTR)
 - **English Online Courses:** Full Time Faculty-**\$118.81** (1.45 X Maximum Overload Rate)
Part time Faculty-**\$64.330** (1.45 X Miscellaneous Instructional Rate - MTR)
 - J. **Reader/Grader:** **\$49.571** per hour - duty day – CFE (Miscellaneous Non-Instructional Rate)
\$49.571 4-hour minimum – non duty day - CFE
CFE [Agreement between CFE/AFT local 1911, Faculty Unit and CCCD, 7/1/18 – 6/30/20, Article XIII, Section 13.7.f]

\$35.000 per hour – CCA (Miscellaneous Non-Instructional Rate)
Earn Code: FT EXM, PT EXH
 - K. **Substitute PT:** **\$44.366** per hour (Miscellaneous Instructional Rate)
Earn Code: FT SBM, PT SBH.

COAST COMMUNITY COLLEGE DISTRICT TENURE-TRACK FACULTY EVALUATION SUMMARY REPORT

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Evaluatee Name:

Date of Report:

Date/Time of Meeting:

Evaluation Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

1. Brief description of evaluation procedures (e.g. site observation, conference, written report):

2. Professional growth activities:

3. Specific areas of professional strength:

4. Areas for improvement:

5. Summary of Panel Evaluation:

Panel Evaluation and Future Employment Status Recommendation - Check one:

Years 1-3 Only

- ☐ Satisfactory or better. Enter into contract for 1 year (or 2 years in year 2 evaluation)
- ☐ Satisfactory with documented areas for improvement (see item 4) or attached improvement plan. Enter into contract for 1 year (or 2 years in year 2 evaluation) with written areas of improvement.
- ☐ Unsatisfactory with written improvement plan. Enter into contract for 1 year (or 2 years in year 2 evaluation) with a required improvement plan (attached).
- ☐ Unsatisfactory with discontinuance at the end of the current academic year.

Year 4 Only

- ☐ Satisfactory or better with recommendation to grant tenure
- ☐ Unsatisfactory with discontinuance at the end of the current academic year

Improvement plan. The improvement plan must contain the following elements:

1. A specific reference to the Faculty Evaluation Report element(s) where improvement is needed
2. A detailed description of the performance to be improved, including descriptions of the current and desired performance
3. Measurable or clearly discernible objective criteria by which to measure improvement
4. A reasonable timeline of milestones (dates or outcomes) for assessing progress before the next evaluation
5. Identified resources available, or which will be made available, to assist the tenure-track faculty member in his/her efforts to improve

Failure to satisfactorily complete an agreed-upon improvement plan shall be considered in the decision to advance/not advance the tenure-track faculty member in the following year.

Evaluatee's Response:

Signature of Evaluatee: _____

Print Name: _____ Date: _____

Mark One: Agree or Disagree (with Team Evaluation and Future Employment Status Recommendation)

Agree Disagree		Committee Names – Print Legibly	Committee Signatures	Date
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Evaluator must communicate with the Evaluatee regarding the observation as soon as possible, but not later than the appropriate timelines identified in Article VIII. This completed form must be provided to the Evaluatee no later than ten working days after the observation.

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Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

Instructional Assessment Comments

- CFE/AFT 7/1/18-6/30/20

6. Evidence of effective class time management:

7. Instructional content follows course outline of record:

8. Instructor engages in regular and substantive interaction with students:

9. Student Learning Outcomes: Are SLOs on the evaluatee's course syllabus? Yes: ☐ No ☐.
How has the evaluatee used SLO assessments to improve student learning?

Strengths:

RATING:

☐ Satisfactory

☐ Satisfactory but Needs Improvement (Part-Time evaluations only). If checked, must include a separate Improvement Plan.

☐ Unsatisfactory

Suggestions:

Date of Post-Observation Conference: _____

Remarks by Instructor (Evaluatee):

Additional Comments by evaluator(s):

Signature of Faculty Evaluatee: _____ Date: _____

Signature of Evaluator who authored this Observation Report: _____ Date: _____

SEE NEXT PAGE FOR COMMITTEE REVIEW AND SIGNATURES PAGE

Committee Review and Signatures

Committee Names – Print Legibly

Committee Signatures

Date

COAST COMMUNITY COLLEGE DISTRICT COUNSELOR OBSERVATION / EVALUATION REPORT

(This form must be given to the Evaluatee within ten working days of the observation.)

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Counselor Evaluatee Name:

Date of visit/Time – From/To:

Evaluator Name:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

Summary of Session Content:

Counseling Assessment	Comments
1. Knowledge of topics discussed.	
2. Ability to present ideas; clarity of explanations.	
3. Ability to assist students in their academic career and personal planning /decision making.	
4. Encouragement of student participation.	
5. Evidence of effective use of time.	
6. Enthusiasm of counselor in relation to content and purpose of the session(s).	

7. Ability to establish effective rapport to meet student needs.	
8. How does the evaluatee use feedback to improve counseling services on a continuing basis?	

Strengths:

RATING:

☐

Satisfactory

☐

Satisfactory but Needs Improvement (Part-Time evaluations only). If checked, must include a separate Improvement Plan.

☐

Unsatisfactory

Suggestions:

Date of Post-Observation Conference: _____

Remarks by Instructor/Counselor (Evaluatee):

Additional comments by Evaluator(s):

Signature of Evaluatee: _____ Date: _____

Signature of Evaluator who authored this Observation Report: _____ Date: _____

SEE NEXT PAGE FOR COMMITTEE REVIEW AND SIGNATURES PAGE

Committee Review and Signatures

Committee Names – Print Legibly	Committee Signatures	Date

COAST COMMUNITY COLLEGE DISTRICT DISTANCE LEARNING FACULTY EVALUATION REPORT

(This form must be given to the Evaluatee within ten working days of the observation.)

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Evaluatee Name:

Course Title:

Date of visit/Time – From/To:

Evaluator Name:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

Description of course:

Instructional Assessment	Comments
1. Knowledge of subject.	
2. Ability to present ideas; clarity of explanations. <i>a. Is it easy to find specific items in the course site?</i> <i>b. Are pages and/or content easy to read?</i> <i>c. Are content and/or links current and functional?</i> <i>d. How effectively is instructional content presented?</i>	
3. Use of instructional techniques and aids which stimulate class interest and meet student needs. <i>a. Do the course lessons contain interactive learning activities?</i> <i>b. Are there multiple ways for students to gain understanding of the material?</i>	

<p>4. Encouragement of student participation.</p> <p><i>a. Are discussion groups and/or group assignments available for student interaction?</i></p> <p><i>b. How are students encouraged to interact with instructor?</i></p>	
<p>5. Preparation for class and organization of material consistent with approved course outline.</p> <p><i>a. Are all course outcomes covered?</i></p> <p><i>b. Is the amount and distribution of assignments well thought out and clearly posted?</i></p>	
<p>6. Evidence of effective class time management.</p> <p><i>a. Do the syllabus and course organization provide enough structure for students?</i></p> <p><i>b. Are due dates clearly listed in advance?</i></p> <p><i>c. Are assignments and activities reasonable in the stated deadlines?</i></p>	
<p>7. Regular and effective communication/<u>Regular and Substantive interaction.</u></p> <p><i>a. Does the instructor respond in a timely manner?</i></p> <p><i>b. Does the instructor give relevant and helpful feedback?</i></p> <p><i>c. How does the instructor effectively communicate with students?</i></p>	
<p>8. Instructor's adaptability of teaching methods to learning needs of students.</p> <p><i>a. Are auditory, visual, & interactive tools available and easily accessible?</i></p> <p><i>b. Is there evidence that the instructor has addressed multiple learning styles?</i></p>	
<p>9. Student Learning Outcomes: Are SLOs on the evaluatee's course syllabus? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>How has the evaluatee used SLO assessments to improve student learning?</p>	

Strengths:

RATING:

- ☐ Satisfactory
- ☐ Satisfactory but Needs Improvement (Part-Time evaluations only). If checked, must include a separate Improvement Plan.
- ☐ Unsatisfactory

Suggestions:

Date of Post-Observation Conference: _____

Comments by Faculty Instructor (Evaluatee):

Additional Comments by evaluator(s):

Signature of Faculty Evaluatee: _____ Date: _____

Signature of Evaluator who authored this Observation Report: _____ Date: _____

Committee Review and Signatures

Committee Names – Print Legibly	Committee Signatures	Date

COAST COMMUNITY COLLEGE DISTRICT
INSTRUCTIONS FOR ADMINISTERING PAPER
STUDENT OPINION OF TEACHING FORMS

To be administered by a student or other third party after the instructor has left the room:

1. Write the evaluatee's name (the instructor's name), today's date, and the CRN# of the class on the board.

2. Please read the following script aloud to students:

"In order to assist in the maintenance of high teaching standards, you are being asked to provide your opinions about this course. This information will remain anonymous and written comments will not be given to your instructor until after final grades have been posted. Please respond to each question to the best of your ability. There is also space on the other side for any further comments you would like to add about this instructor and/or course. Take your time and be honest in your responses. Remember that your name does not go on this form. When you have finished, please bring the forms, questionnaires, and borrowed pencils to me."

3. Pass out the opinion forms.

4. When students are finished, put all the forms in the envelope and seal it. Once the envelope has been sealed completely, sign your name (the student signs his/her name) across the seal.

5. Deliver the envelope to the instructor of the class, who shall return the sealed envelope to the chair of the evaluation committee.

COAST COMMUNITY COLLEGE DISTRICT ANONYMOUS SURVEY OF STUDENT OPINION OF TEACHING

Instructor Name _____

Course _____

Please identify the degree to which you agree with each statement below	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable / Does Not Apply	Comments
Expectations and Grading						
1. The instructor makes course requirements clear.						
2. The instructor uses class time effectively. (For site-based or on-campus classes only.)						
3. Criteria for assignments and the final grade are provided.						
4. Instructions for how assignments and homework are to be turned in are clear and easy to understand.						
Communication						
5. The instructor is available to students during scheduled office hours or at other times by appointment.						
6. The instructor addresses your questions.						
7. Exams and/or assignments are corrected and returned within a reasonable amount of time.						
8. The instructor communicates effectively.						
9. The instructor provides feedback on my performance.						
Teaching Style / Learning Strategies						
10. The instructor creates interest in the subject matter.						
11. The instructor encourages student participation when appropriate.						

Add additional comments on back:

[illegible]

COAST COMMUNITY COLLEGE DISTRICT

Anonymous Student Survey of Counseling Session Form

Counselor Name: _____ **Date of Session:** _____

The information that you provide below is part of a counseling faculty evaluation process. A compilation of the results and this original survey will be given to your counselor anonymously as part of the evaluation report. Your handwritten comments will be given to your counselor at the end of the semester after the evaluation process has been completed.

What was the primary reason for your counseling appointment today? (e.g., Educational planning, academic assistance, probation follow-up, international student issues, academic renewal, transfer question, personal issue, etc.)

Today, did you bring with you all transcripts from other colleges? ___Yes ___No

Please evaluate the counseling session in each of the following areas by checking the appropriate box as follows:

	Strongly Agree	Agree	Disagree
1. The counselor used the allotted time helping me with my concern.			
2. The counselor seemed genuinely interested in my situation/concerns.			
3. The counselor assisted me with my concerns.			
4. The counselor informed me about resources to help me achieve my goals.			
5. The counselor was professional (approachable, courteous, and knowledgeable).			
6. The counselor communicated clearly and effectively.			
7. The counselor made recommendations to me about my educational/vocational/career plans.			
8. I would feel comfortable returning to this counselor and recommend her/him to other students.			

Please express any opinion or add any additional comments you wish your counselor to have about your counseling session on the back of this page.

COAST COMMUNITY COLLEGE DISTRICT FACULTY SELF-EVALUATION FORM

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Evaluatee Name:

Date:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

Purpose of Self-Evaluation: The self-evaluation process is a tool to aid in reflection by faculty on their learning, growth, teaching and professional activities as instructors and to facilitate a dialogue with the evaluation committee.

Please base all of your responses on your accomplishments since your last completed self-evaluation.

Institutional Effectiveness

1. **Use of Knowledge in the Classroom:** How have you incorporated a newly acquired piece of discipline-specific knowledge into your classroom?

2. **Teaching Styles/Learning Strategies:** Describe styles/strategies you found to be effective with your students, and why.

3. **Risk-Taking Strategies/New Ideas:** By taking risks and trying something new, faculty can discover new ways to reach students. Describe at least one learning strategy you have tried with your students during this evaluation period. Include your assessment as to its degree of success in meeting your goal, what re-tooling if any you have done or will do in the future, or if you decided it was not effective. What else might you try in the future?

4. **Organization:** Give an example of how you organize the semester which has contributed to student success.

5. **Student Evaluation Methods:** What different types of student evaluation methods do you use and how are they effective?

6. Student Learning Outcomes (SLOs): Are SLOs on your course syllabus? ☐ Yes ☐ No
How have you used SLO assessments to improve student learning?

7. Diversity: Evaluate your approaches in teaching to the diverse needs of your students.

8. Critical thinking: How do you promote students to be critical thinkers?

The Department, the Division, the College, and the District: Professional Life

9. District or College Service: What department, division, college, and/or District work or committee service have you been involved in and what do you both give to and gain from this service?

Professional Growth and Goals

10. Professional Development Gained through Research: What professional development activities have you participated in, such as academic research or professional group activities; on-campus or District workshops, curriculum creation; or off-campus activities such as conferences, artistic exhibits, publication, work in a professional organization, or community activities.

11. Reflections on Past Commentary/Goals: Based on your last evaluation commentary, praise, suggestions, and/or goals, what have you enhanced or changed about your teaching?

12. Goals for Next Year: What professional goals will you set for the next year and what are these particular goals based on? Please explain specifically below.

13. If applicable, please comment and provide documentation on the satisfactory completion of any required improvement plan.

Evaluatee's Name - *Print Legibly*

--

Evaluatee's Signature

Date

--	--

Committee Review and Signatures

Committee Names – Print Legibly

Committee Signatures

Date

COAST COMMUNITY COLLEGE DISTRICT ADMINISTRATIVE FEEDBACK AND EVALUATION OF FACULTY

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Evaluatee Name:

Date:

Administrator Name:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐.

Instructions: Indicate by a check on the appropriate line, the evaluation which in your best judgment describes the performance of the faculty member. Use back for suggestions and explanations as necessary.

		Satisfactory	Needs improvement	Comments (required if needs improvement checked)
A.	Office Hours (Per Article XI section 1(a)3)			
B.	Meets Classes			
C.	Final Grades and Attendance Records Submitted in Timely Manner			
D.	Participates in Department/ Division Responsibilities such as meetings, SLO/PLO assessment, curriculum, etc.			

1. Commendations (Use back of sheet for additional space):

2. List of committees participated in per Article XI section 1(a)5:

3. Meets the Obligations of Individual Faculty as set forth in the Agreement:

4. Additional comments:

5. Administrator's Name - Print Legibly	Administrator's Signature	Date
<div></div>	<div></div>	<div></div>

Faculty Evaluatee Comments:

Evaluatee's Name - Print Legibly	Evaluatee's Signature	Date
<div></div>	<div></div>	<div></div>

Tenure Review Committee Review and Signatures

Committee Names – Print Legibly	Committee Signatures	Date
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

**COAST COMMUNITY COLLEGE DISTRICT
REGULAR / TEMPORARY / CATEGORICAL FACULTY
EVALUATION SUMMARY REPORT**

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Faculty Evaluatee Name:

Date of Report:

Date/Time of Meeting:

Tenured/Regular Faculty: ☐ Categorical: ☐ Temporary: ☐.

1. Brief description of evaluation procedures (e.g. site observation, conference, written report).

2. Professional growth activities:

3. Specific areas of professional strength:

4. Suggestions:

5. Student Learning Outcomes: Are SLOs on the evaluatee's course syllabus? Yes: ☐ No ☐.

How has the evaluatee used SLO assessments to improve student learning?

6. Summary of Panel Evaluation:

Evaluation Year: _____

Panel Evaluation Recommendation - Check one:

- ☐ Satisfactory or better.
- ☐ Satisfactory with suggestions.
- ☐ Unsatisfactory with continued evaluation and a written improvement plan.
- ☐ Unsatisfactory with an augmented evaluation (Regular Faculty only).

Improvement plan. The improvement plan must contain the following elements:

1. A specific reference to the Faculty Evaluation Report element(s) where improvement is needed
2. A detailed description of the performance to be improved, including descriptions of the current and desired performance
3. Measurable or clearly discernible objective criteria by which to measure improvement
4. A reasonable timeline of milestones (dates or outcomes) for assessing progress before the next evaluation
5. Identified resources available, or which will be made available, to assist the faculty member in his/her efforts to improve

For Temporary Faculty Only:

- ☐ Would consider hiring again
- ☐ Would NOT consider hiring again.

Faculty Member Evaluatee's Response: _____

Committee Review and Signatures

Agree / Disagree (with Team Evaluation) - Mark One

Agree	Disagree	Committee Names – Print Legibly	Committee Signatures	Date

Evaluatee's Name - *Print Legibly*

Evaluatee's Signature

Date

**COAST COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVES APPLICATION PACKET**

GENERAL INFORMATION: Some Sabbatical Documents May Be Submitted Electronically

- I. Guidelines for Granting Approval.
Please review Article 21.3d of the CFE/AFT-CCCD contract to determine eligibility and benefits.
- II. Dates to Remember.
- III. Examples of Forms
 - A. Intent to File for Sabbatical Leave.
 - B. Sabbatical Leave Application.
- IV. Sabbatical Leave Ranking Procedure
- V. College Sabbatical Leave Committee Appeals Procedure.

INTENT TO FILE FOR SABBATICAL LEAVE FORM

Faculty members who wish to apply for Sabbatical Leave must submit an Intent to File for Sabbatical Leave form **electronically or by hard copy** by the end of the second week of the fall semester prior to the year in which the leave will be taken.

NAME: _____ DISCIPLINE: _____
(please print)

I intend to file for Sabbatical Leave. Please forward an information packet to me.

Signature

Date

Note to applicant: Please review Article XVI, including Appendix of the CFE/AFT Contract prior to submitting this form in order to determine eligibility and benefits.

Note to Sabbatical Leave Committee: When the due date falls on Saturday or Sunday, the due date becomes the following Monday.

SABBATICAL LEAVE—DATES TO REMEMBER

Friday of the 2nd Week of Fall Semester: Intent to File due

Friday of the 3rd Week of Fall Semester: Applications due

Friday of the 6th week of Fall Semester: Applications requiring revisions will be returned to applicant.

Friday of the 8th week of Fall Semester: Deadline for submission of revised applications

November 2: Acceptable sabbaticals sent to College President

November 9: President requires ranking, request is made of Sabbatical Leave Committee

November 18: Ranking sent to the College President.

December 1: President sends sabbaticals to the District

January: Board of Trustees approves sabbaticals

By the end of the first week of the spring semester, the Sabbatical Leave Committee shall notify successful candidates.

Appeals Timeline: Appeals on any action must be filed within five (5) working days from the time Applicant received notice of action. See Appeals Procedure for details. **Failure to meet deadlines is not appealable.**

SABBATICAL LEAVE APPLICATION

Submit a copy of your sabbatical leave proposal along with the application form and submit both to the Chairperson of the Sabbatical Leave Committee either electronically or by hard copy.

NAME OF APPLICANT: _____

PROPOSED DATES OF SABBATICAL LEAVE: _____

PURPOSE: The purpose of a Sabbatical Leave is to encourage faculty members to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their discipline.

Each Sabbatical Leave Committee shall review Sabbatical Leave applications and ascertain if the proposal qualifies in meeting the stated purpose. Unqualified applications will be returned to the applicants with comments for improvement, and applicants will be urged to rewrite and resubmit their proposals. The Sabbatical Leave Committee shall forward to the College President a list containing all of those faculty members whose Sabbatical Leave applications have met the above purpose.

Ranking of sabbatical leave applicants will be done only when the amount of funds available for sabbatical Leaves is not sufficient to send every approved applicant. See page 50 for Ranking Procedures.

PROPOSAL EVALUATION PROCESS: A committee of your colleagues will evaluate your sabbatical leave proposal; therefore, it is imperative that it be as complete and clear as possible. Please state as specifically as possible what you are going to do on your sabbatical, how you are going to do it, and what the benefit will be to you.

SALARY ON SABBATICAL (Select One):

- ☐ I elect two equal installments following my return from sabbatical.
- ☐ I will furnish a bond in order to receive pay while on leave.

LENGTH/SEMESTER(S) OF LEAVE FOR SABBATICAL:

- ☐ One full semester
- ☐ Two half-semesters, split over one continuing year
- ☐ Two full semesters taken over the course of one continuing year
- ☐ Two full semesters, split over the course of three years

Please indicate specifically and in writing on the line below, which semester(s) you are requesting for your sabbatical leave:

Upon completion of the leave and within sixty (60) calendar days after return to duty, a written report must be submitted to the College President for transmittal to the Chancellor and the Board of Trustees. I understand if I do not submit a report, I will forfeit my bond, and my timeline clock for a new sabbatical will not be started until the sabbatical report is submitted.

As a condition of being granted a Sabbatical Leave, I agree to render a portion of service to the Coast Community College District equal to twice the period of the leave.

SIGNATURE

DATE

DUE BY END OF THIRD (3RD) WEEK OF THE FALL SEMESTER

SABBATICAL LEAVE RANKING PROCEDURE

The Sabbatical Leave Committee shall publish its ranking system based upon these criteria:

I. INCREASED COMPETENCE: Must meet at least two areas to receive a possible 20 points:

- Language/verbal skills
- Practical, hands-on experience
- Computational/statistical
- Sensory perception
- Other factors as identified by the applicant

II. REDIRECTION AND/OR IMPROVEMENT OF INSTRUCTIONAL SERVICES: Must meet at least two areas to receive 20 possible points:

- Language/verbal skills
- Practical, hands-on experience
- Computational/statistical
- Sensory perception
- Other factors as identified by the applicant

III. EXCEPTIONAL OPPORTUNITY: (10 points possible):

- All disciplines shall be considered equal for the purpose of ranking. Anticipated specific experiences should be noted.

IV. LENGTH OF SERVICE (20 points possible):

To be awarded on a sliding scale based on length of service based on seniority.

1. Applicants are to be ranked according to the length of service time since they were first hired as full-time faculty, or by the length of time since their last sabbatical leave, whichever is the most recent. Those with the longest length of service time are to be given rank over those with less time until all applicants are ranked in descending order, beginning with the most service time and ending with the least.
2. The “starting date” is to be defined as the official date of hire, as supplied by the District Personnel Office. “Time since previous sabbatical” is counted as beginning with the semester in which the faculty member returned to her/her teaching position from his/her sabbatical Leave. Time occurring between split sabbatical leaves is counted as service time and added to the total length of time since the return from sabbatical and the most recent application being considered.
3. In the event two or more faculty members have the same total length of service time (which may result from the same starting dates, same Sabbatical dates, or a combination of these) they are to be ranked by lots drawn in their presence as well as that of the College President (or his/her representative), the President of the Academic Senate, and the Chair of the Sabbatical Leave Committee.
4. Length of service points will be awarded in descending order, e.g., the applicant with the most length of service will be awarded the most possible points and so on down the scale.

**COLLEGE SABBATICAL LEAVE COMMITTEE
APPEALS PROCEDURE**

Should ranking become necessary, each applicant will receive a copy of his/her ranking sheet(s) providing applicant with his/her score on each criteria and his/her place in rank. A roster of ranking is available from the Academic Senate Office.

1. If sabbatical leaves are ranked because the amount of money available is not sufficient to send every approved applicant on leave and an applicant desires to appeal his/her ranking, and/or an applicant claims a violation of procedures, the appeals process is as follows:

- a. Informal Level:** A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the faculty member shall attempt to resolve the complaint by an informal conference with the Chair of the Sabbatical Leave Committee. The Chair shall explain the process used in arriving at the rating of the proposal submitted by the appellant. The faculty member, who has asked for the conference, and the Chair, may each have another faculty member present.
- b. Formal Level:** Any complaint that is not resolved at the informal level may be pursued through a formal appeal process in accordance with the following procedures:

Level 1

The appellant shall inform the Chair of the Sabbatical Leave Committee in writing ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal.

The chairperson will convene the Appeals Committee within five (5) working days after the request is received. The chairperson will chair the Appeal Committee and serve as a non-voting member. The Appeal Committee shall consist of four (4) voting members as follows: a faculty member chosen by the appellant, the chairperson of the Academic Senate or his/her designee, and two (2) members of the College Sabbatical Leave Committee—one who ranked the appellant's proposal the lowest for merit. (In the event several persons gave the proposal identical high or low rankings for merit or all persons gave the proposal the same rankings for merit, the chairperson of the College Sabbatical Leave Committee shall select the two (2) members to serve from the appropriate group(s).)

The appeal committee may elect to take one of the following actions: (1) agree with College Sabbatical Leave Committee's recommendation; (2) reconsider application by reviewing application for the purpose of computing new ranking score; and (3) make a specific recommendation to remedy violation of procedure.

NOTE: If an appeal that results in a proposal being evaluated at a higher score and if the new score is higher than the score of any faculty member who has been granted a sabbatical, the proposal will be forwarded to the College President with the recommendation for funding. If the proposal cannot be funded, that proposal will be given first priority for the next year. If several appeals qualify because the appeals committee grants them higher scores and the proposals cannot be funded, the proposals shall be given rank order on their new scores and that order shall have precedence over new or resubmitted proposals for the next year.

Under no circumstances will an appeal on merit replace a funded sabbatical leave.

DOCKET NUMBER _____

College: _____

Date: _____

COAST FEDERATION OF EDUCATORS, AFT LOCAL 1911
GRIEVANCE

Please be advised that the Grievance for: _____

Informal Level: Date: _____

Response Date: _____

Response Date: _____

CFE/AFT Local 1911 is authorized to file this grievance: YES _____ NO _____

IS HEREBY FILED AT:

_____ Level I – Immediate Supervisor

_____ Level II – College Grievance Officer

_____ Level III – Vice Chancellor for Human Resources

_____ Level IV – Arbitration

Federation Grievance Officer : _____

REASON FOR GRIEVANCE: _____

DOCKET NUMBER _____
Date: _____

College: _____

Article _____ Section _____ of the CFE/AFT Agreement provides that if the District fails to respond to the grievance within the specified time limits, the Grievant may proceed to the next level.

For the above reasons, and based upon all evidence and written or oral argument which may be presented in future proceedings, it is the position of the Coast Federation of Educators/AFT that the District continues to be in violation of the Agreement.

Coast Federation of Educators/AFT Grievance Officer

AT ALL LEVELS EXCEPT ARBITRATION, YOU HAVE TEN (10) DAYS AFTER RECEIPT OF THIS FORMAL APPEAL TO GIVE THE GRIEVANT YOUR DECISION IN WRITING. IN ADDITION, PLEASE SEND ONE COPY OF YOUR DECISION TO THE FEDERATION.

ALL RESPONSES SHOULD BE ADDRESSED TO: “CFE/AFT” – AT OCC.

FULL-TIME FACULTY ABSENCE REPORTING

It is the responsibility of all employees to accurately and consistently report absences. While work weeks for all employees are 40 hours – typically a 5-duty day week – based on STRS calculations, full-time faculty absences (with minor exceptions*) will be reported on a schedule as follows:

FULL-TIME FACULTY.....6 HOURS A DAY
 COUNSELORS.....6 HOURS A DAY
 LIBRARIANS.....6 HOURS A DAY
 (5 duty days = 30 Hours per week)

***Exception:** Faculty members in assignments earning 8 hours of sick leave per day, will have absences deducted at the rate of 8 hours per day (40 hours per week).

The following information is provided to aid completion of absence forms:

1. Name: as it appears on Social Security card
2. Location: indicate Campus, Division or Department
3. Employee ID: Please provide Employee ID No. **Only**
4. Reason: see back of absence form for explanation(s)
5. Number of Hours: absence must be reported in hours and minutes, rounding in 30 minute increments (see chart below).
6. List Per Day: Dates of absences w/number of hours per date
7. Note: Faculty overload, summer, and intersession *are accrued in a separate bank*. Those absences are also reported as hours. **Note: A day's absence during which regular classes and overload classes are taught, will result in deductions from both banks, given that the sick-leave accrual occurs in both banks.**

Full Duty Days Missed	If Absent for a Portion of the Day (on campus part of the day) Late or Partial Day absences will be calculated and deducted in 30-minute increments		
<p>All full day absences will be deducted at the rate of 6 hours.</p> <p><i>Whether the faculty member is to be on campus for only 1 hour or 12 hours, the absence will be considered the loss of the full day = 6 hours.</i></p> <p>All full week absences will be deducted as 5 days (a deduction of 30 hours).</p>	1 minute to 30 mins	report	30 minutes
	31 mins to 1 hour	report	1 hour
	1 hr 1 min to 1 hr 30 mins	report	1 hour 30 mins
	1 hr 31 mins to 2 hrs	report	2 hours
	2hrs 1 min to 2 hrs 30 mins	report	2 hrs 30 mins
	2hrs 31 mins to 3 hrs	report	3 hours
	3hrs 1 min to 3 hrs 30 mins	report	3 hrs 30 mins
	3hrs 31 mins to 4 hrs	report	4 hours
	4hrs 1 min to 4 hrs 30 mins	report	4 hrs 30 mins
	4hrs 31 mins to 5 hrs	report	5 hours
	5hrs 1 min to 5 hrs 30 mins	report	5 hrs 30 mins
	5hrs 31 mins to 6 hrs +	report	6 hours

8. Death in the Family/Bereavement: identify family relationship and distance traveled
9. Jury Duty: attach court receipt
10. Other: i.e. administrative leave
11. With or Without Pay: marked by Administrator/Dean
12. Signature: Faculty Member and Administrator/Dean

Additional Note: *Disability Leave is calculated using the full year's duty day calendar (87 days/fall; 88 days/spring).*

Weingarten Notice

Administrator's statement of the issue:

ADVISORY: In this meeting, the District believes that there is a possibility that you may be asked questions which could result in disciplinary action(s) taken against you, or a written reprimand being issued. The District and CFE have negotiated that you have the following rights, also known as Expanded Weingarten Rights:

1. You have the right to request union representation before or during this meeting. You cannot be punished for making this request.
2. If you make the request for union representation, the District must choose from among the options as follows:
 - a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with you; or
 - b. Grant the request and reschedule the meeting when a union representative may be present; or
 - c. Deny the request and end the interview immediately, or
 - d. Offer you the option to waive your rights and have the interview without union representation.
3. If the District denies the request for union representation and continues to ask you questions, you have the right to refuse to answer. The District may not discipline you for such a refusal.

***The Faculty Member requests ONE of the following actions (Check and sign where appropriate):**

_____ I wish to have a union representative attend this meeting.

Faculty Member's Signature

Date

_____ I wish to WAIVE my right to have a union representative attend this meeting and the meeting may proceed without any union representation.

Faculty Member's Signature

Date

***NOTICE:** THE ADMINISTRATOR WILL NOT ADVISE THE FACULTY MEMBER REGARDING HOW TO COMPLETE THIS FORM. IF THE FACULTY MEMBER FAILS TO COMPLETE AND SIGN THE ABOVE SECTION, THIS MEETING MAY CONTINUE WITHOUT UNION REPRESENTATION.

Note by Administrator: Faculty Member failed to select an option or sign this document.

Date: _____ Administrator's Signature: _____

Faculty Member authorizes a copy of this Notice to be sent to Coast Federation of Educators: yes no

Additionally, the Faculty Member has received a copy of this Notice and acknowledges same by signing on this date:

Faculty Member's Signature

Date

Administrator's Signature

Date

MEMORANDUM OF UNDERSTANDING
Between
Coast Community College District
And
Coast Federation of Educators/American Federation of
Teachers (CFE/AFT) Local 1911
And
Coast Community College Association/CTA/NEA

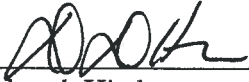
Part-Time Faculty Representation


The following are the terms of the agreement regarding unit designation/representation for part-time faculty.


1. As described in Article II, Definitions, Section 10, CFE represents all full and part-time faculty employed by the Coast Community College District for 50% or more of a full-time load (as defined in Article XI, Hours of Service).
2. Part-time faculty members in non-lecture settings will reach the threshold for representation by CFE when their work hours are 50% of the assigned hours of a full-time faculty member in the same type of assignment. For example, the assigned hours of full-time Counselors and Librarians are 33.75 hours per week; therefore, the 50% threshold for part-time Counselors and Librarians will be 16.875 hours per week. *
3. For part-time faculty with schedules that vary week to week and are paid via time-card, the estimated average hours, to be calculated at the beginning of each semester, will be used to determine placement in the appropriate bargaining unit.

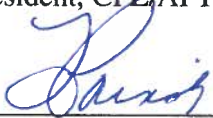
*These calculations are based upon faculty working a 16-week semester. For faculty working an 18-week semester, the calculation of assigned duty hours should be prorated accordingly.

This Memorandum of Understanding is contingent upon the Coast Community College District Board of Trustees approval

 / 5/1/13
 Deborah Hirsh
 Vice Chancellor, Human Resources

 / 5-17-13
 Michael Carlucci
 President Coast CCA

 / 5/1/13
 Dean Mancina
 President, CFE/AFT Local 1911

 / 5/1/13
 Lorraine Prinsky
 President, Board of Trustees

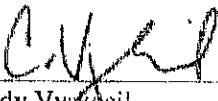
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MEMORANDUM OF UNDERSTANDING
Between
Coast Community College District and
Coast Federation of Educators/American Federation of
Teachers (CFE/AFT) Local 1911


APPEAL COMMITTEE

In accordance with Article XIX (Faculty Service Areas), the Coast Federation of Educators/AFT and the Coast Community College District, mutually agree that the following process will be used in the event of a dispute between the District and a Faculty Member regarding qualification for service within any FSA:

- Three faculty members within the faculty service area will be mutually selected by CFE/AFT and the District to serve on a three member appeals panel.
- CFE/AFT and the District will then mutually agree on a designated committee chair which is to be chosen from the three member appeals panel.
- Qualification materials will be presented to each of the panel members who will then individually assess the candidate using the District approved equivalency forms to determine whether or not the candidate should be granted equivalency.
- The chair of the appeals committee shall be charged with collecting the panel's signed equivalency forms and will provide a final recommendation to the Vice Chancellor of Human Resources that reflects the final determination of the three member appeals panel.

 5/20/15
Cindy Vyskocil
Vice Chancellor, Human Resources

 5/20/15
Gregg Cline
President, CFE/AFT Local 1911

 5/20/15
Lorraine Prinsky
President, Board of Trustees

MEMORANDUM OF UNDERSTANDING
Between
Coast Community College District and
Coast Federation of Educators/American Federation of
Teachers (CFE/AFT) Local 1911

**Faculty Compensation and Load for Career Development College Readiness
("Enhanced") and Regular Noncredit Classes Claimed for State Apportionment**

Pursuant to *Education Code* Section 84750.5(d)(4)(A) and Section 55151 and 58160(c) of the *California Code of Regulations*, effective fall 2015, certain non-credit courses in career development or college preparation eligible for "enhanced" state funding will be at the same funding level as for eligible credit courses. Other eligible non-credit courses, such as are set forth in Section 58160(a) of Title 5 of the *California Code of Regulations*, are eligible for state funding at the rate of 60% of the funding for eligible credit courses. Specifically, effective fall 2015, the state reimbursement for eligible enhanced noncredit full-time equivalent students ("FTES") is the same as for eligible California resident credit FTES; the state reimbursement for eligible regular noncredit FTES is 60% of the apportionment for eligible California resident credit FTES.

So long as the formulas set forth in the preceding paragraph remain intact, every 18 hours of lecture instruction taught in enhanced noncredit classes for which state apportionment is claimed will be the equivalent of 1 LHE and every 30 hours of lecture instruction taught in regular noncredit classes for which state apportionment is claimed will be the equivalent of 1 LHE. For non-lecture hours of instruction the same proration of LHE used for credit classes will apply to enhanced and regular classes, respectively, according to Article XI, Section 4.

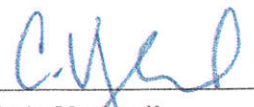
For full-time faculty teaching either enhanced noncredit or regular noncredit classes, the equivalent LHEs will be counted towards the faculty load of 15 LHE per semester and 30 LHE per academic year.

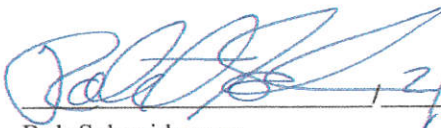
For part-time faculty teaching either enhanced noncredit or regular noncredit classes, the equivalent LHEs will be counted towards the 67% threshold for load.

No enhanced noncredit or regular noncredit section will be assigned to a faculty member without mutual agreement between the faculty member and the Dean.

Classes taught for enhanced noncredit or regular noncredit and faculty teaching enhanced noncredit or regular noncredit classes shall be subject to all aspects of the collective bargaining agreement.

Faculty teaching enhanced noncredit or regular noncredit classes must hold the same minimum qualifications as those teaching credit (basic skills and transferable) courses in the discipline being taught.

 / 2/26/16
Cindy Vyskocil
Vice Chancellor, Human Resources

 / 2/26/16
Rob Schneiderman
President, CFE/AFT Local 1911

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Bargaining Agreement - Classified



AGREEMENT

BETWEEN



AND

COAST FEDERATION OF CLASSIFIED EMPLOYEES
LOCAL 4794



“Working Together To Make Things Better”

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PREAMBLE

This Agreement is made and entered into this 10th day of August, 2017 by and between the Coast Community College District (hereinafter referred to as "District"), and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO, Local 4794 (hereinafter referred to as the "Federation").

The purpose of this Agreement is to promote the improvement of employer-employee relations, provide an equitable and amicable procedure for the resolution of disputes, and set forth the rights and duties of the respective parties to insure the continuance of fair, impartial and nondiscriminatory application of District rules and procedures to all employees.

If there is any conflict between any specific provision(s) of this Agreement and District policies, past practices, or rules, the specific provision(s) of this Agreement shall prevail.

ARTICLE 1. RECOGNITION.

1.1 Unit Recognition. The Board of Trustees of the Coast Community College District recognizes the Coast Federation of Classified Employees, Local 4794, as the sole and exclusive bargaining agent for all classified employees as certified by PERB Unit Determination #LA-R-797A, except those as designated as management, supervisory, and confidential. The District agrees to negotiate exclusively with the Federation through the provisions of the Educational Employment Relations Act.

1.2 Unit Determination. All classified employees as described in Section 1.1 shall be part of this Agreement for the purpose of unit determination. The District will notify the Federation of any new positions or current positions which are re-titled and will be part of the unit. The District will meet and confer with the Federation on any new or re-titled classified positions to be placed outside the unit. The Federation will notify the District, in writing, if it disagrees with the District's determination. Cases which cannot be otherwise resolved will be appealed to the Public Employment Relations Board.

ARTICLE 2. FEDERATION RIGHTS.

2.1 Right of Access. The District agrees that designated Federation officers will have access to bargaining unit employees. The Federation agrees not to interfere with the employees' normal duties and further agrees to contact the employees only during breaks and before or after normal working hours, except in situations where immediate representation is required. The Federation agrees to keep the District advised in writing of designated officers.

2.2 Bulletin Boards. The Federation shall have access to the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth herein will be identified as Coast Federation of Classified Employees AFT Local 4794. Any notice posted pursuant to this section shall be signed and dated by an officer of the Federation.

2.3 Distribution.

A. Use of District Mail System. The Federation may make general distribution of materials and information to bargaining unit employees utilizing the District's mail boxes, voice mail, and email, so long as the material and/or information is not in violation of law. The Federation will distribute such materials using its own staff. Materials for distribution to Coastline Community College employees not assigned to the Coastline Administration Center may be distributed through the District mail system. Any materials distributed pursuant to this section shall be clearly identified as to source and authorized by the President of the Federation. The Federation will send a copy to the Vice Chancellor of Human Resources of any materials distributed through the District mail system that are initiated by the Federation.

B. Mailboxes. Each bargaining unit member shall have a designated mailbox located at the employee work site. Each bargaining unit member shall be assigned an e-mail account.

2.4 Use of District Facilities.

A. Federation Meetings. The Federation shall have the right to use, without charge, District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations, and that arrangement for such use shall be made in accordance with College or District procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, or for any technical or custodial services directly attributable to the use of the meeting room.

B. Secured Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to the Federation. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

2.5 Distribution of Agreement. The District shall provide each new hire, subsequent to the effective date of this Agreement, one (1) copy of this Agreement and any Addenda. Contracts and Addenda will be posted on the District's website within sixty (60) business days following ratification and will be provided in print upon request.

2.6 General Meetings.

A. Classified In-Service Training. The Federation and the District shall mutually agree on location, day, time, and topic for classified in-service training. The training, when offered, will occur twice in a day at the designated location during normal working hours, and employees covered by this Agreement shall be released to attend one of these in-service training sessions. When the employee is required to travel from their work site and/or return to their work site to be in attendance, a reasonable amount of travel time will be permitted.

B. General Business Meetings. The Federation's general business meetings shall normally be conducted at times other than normal working hours. However, the parties agree that special circumstances may arise that would require a business meeting during working hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released-time.

2.7 Paid Released-Time for Federation Business. The total paid released-time for Federation business and the President's released-time shall be two (2) full-time equivalents (FTEs). If the Federation exceeds the allotted two (2) FTE, the Federation shall reimburse the District the actual employee cost for the excess time. This released-time shall be allotted in the following manner:

A. Federation President. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the President of the Federation, one (1) FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

B. Federation Business.

1. Released-time may include, but is not limited to, Federation committee meetings, preparation meetings for negotiations, annual conventions, conferences, workshops, and training.
2. When the employee is required to travel from their work site and/or return to their work site to be in attendance for Federation business, a reasonable amount of travel time will be permitted.

C. Maximum released-time for members of the Federation bargaining unit will be twenty (20) days with the following exceptions:

1. President – May use up to one (1) total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to twenty-five (25) days/two hundred (200) hours per year total released-time.
4. Secretary – May use up to twenty-five (25) days/two hundred (200) hours per year total released-time.
5. Members of the Negotiations Team – No more than five (5) unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to twenty-five (25) days/two hundred (200) hours total released-time.

With the approval of the employee's supervisor, the individual limit may be increased.

D. Released-Time Notification.

1. Federation requests for released-time shall be made on a form mutually agreed upon between the Federation and Vice Chancellor of Human Resources.
2. The Federation President shall provide at least three (3) working days written notice to the Vice Chancellor of Human Resources, and the appropriate manager/supervisor, of released-time requests for classified employees to participate in Federation business.

E. Released-Time Reimbursement for Departments. An agreed upon time-sheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the appropriate Personnel departments on a monthly basis to ensure reimbursement when Federation business released-time occurs.

2.8 Released-Time for Maintenance of the Contract. In compliance with the EERA, the Federation shall have the right to reasonable released-time not taken from the total in 2.7 for the purpose of meeting and negotiating with the District and for the purpose of processing grievances.

2.9. Right of Review.

A. Copies of Reports. The Federation shall have the right to receive, upon written request, one (1) copy of written reports that are public record, in accordance with State law. The District may charge the Federation for personnel and material costs associated with the production of requested material for multiple copies.

B. Non-Confidential Materials. All non-confidential materials given general distribution to management personnel by the District Office shall be provided to the Federation upon issuance and/or distribution. The Federation shall have the right to review, as provided by law, upon written request, other non- confidential materials in the possession of the District necessary for the Federation to fulfill its role as the exclusive bargaining representative.

C. Board Minutes and Agendas. The District will furnish the Federation with one (1) copy of the minutes of Board meetings and two (2) copies of the Agenda of Board meetings, including all attachments and supporting documents except for documents of a confidential and or privileged nature as identified in the Brown Act. Copies of the Minutes and Agenda will be available at the District Office at the same time and in the same form as those furnished to the Board of Trustees.

D. District Policy and Procedures Manual. The District shall provide notification to the Federation of any additions, deletions, or changes to District Policy or Procedures and either furnish said materials or indicate where the materials may be located.

E. Response to Information Requests. The District shall furnish existing written materials requested by the Federation within ten (10) working days. For materials not in written form, the District will respond in writing as to the availability and probable date of distribution.

F. List of Bargaining Unit Members. Within ten (10) working days of ratification of this Agreement, the District will provide the Federation with access to a list of all classified employees'

names and home addresses. The Federation shall have said access through the District's web-based Human Resources system.

2.10 Selection of Committee Members

A. The Federation shall appoint classified representatives to all District-wide or College-wide committees consisting of classified, faculty, and administrators. Such appointments will be made within ten (10) days of the request for representatives to the Federation.

B. The Federation appointees may serve on a maximum of two (2) College, District Office, or District-wide committees (including their taskforces or subcommittees), or one committee and serve as a student club advisor for one student club, and may serve on other committees with the approval of their immediate supervisor. No more than 4 hours per month will be paid within the classified assignment if serving as a club advisor.

Any employee who serves as a club advisor will be required to submit a signed Classified Club Advisor form.

C. The Vice Chancellor of Human Resources shall supply the Federation with a list of all established committees by October 1 of each year.

2.11 Orientation. The District will provide the opportunity for a representative of the Federation to talk with new employees, during orientation, to explain the role of the Federation and the provisions of this Agreement.

2.12 Dues Deduction.

A. Collection of Dues. The District shall deduct dues, once a month for ten (10) months or another mutually agreed upon basis, without charge, from the pay of those employees covered by this Agreement, the Federation dues, agency fees, or the reduced fair share fee and other amounts the Federation may lawfully charge employees in the bargaining unit with written notification from the Federation.

B. In accordance with state law, agency fees shall be collected from all new employees in the bargaining unit with the first pay warrant for the classified assignment. The Federation will notify the District when employees change their status to membership or to reduced agency fee.

C. Forwarding of Dues. The total amount of dues and fees deducted, together with a list of Federation members from whose pay the dues were deducted, shall be forwarded by the District to the Federation office on a monthly basis.

D. Changes by Written Notice. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least thirty (30) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

2.13 Contracting Out. The District/College shall notify the Federation when contracting out for services exceeding fifteen thousand dollars (\$15,000) within a fiscal year. The District's intent is not to contract out any work that will displace existing classified employees/positions, or to avoid granting of reasonable number of overtime hours. If a College or the District is considering the use of outside services that may displace classified employees/positions, the College/District and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the Chancellor making a final recommendation to the Board of Trustees. The Federation will have the opportunity to bargain over the effects on classified employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure and professionalism in a timely manner.

ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES.

3.1 Management Rights and Responsibilities. The District, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of California; including but without limiting the generality of the foregoing the right to:

A. The executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;

B. Direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for service as provided under the laws of the State of California;

C. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees, except where such action would be in direct conflict with provisions set forth in this Agreement;

D. Establish educational policies, goals, and objectives based on the District's mission; to insure the rights and educational opportunities of students; to determine staffing patterns; and to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;

E. Build, move, or modify facilities, establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

3.2 Exercise of Rights and Responsibilities. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of California and the Constitution and Laws of the United States. The District reserves the right to take any reasonably necessary action in the event of an emergency, which is defined as a situation or

occurrence of a serious nature which develops suddenly or unexpectedly and results in a relatively temporary change in circumstances and demands immediate action.

ARTICLE 4. SAFETY

4.1 Safe Working Conditions.

A. The District shall make reasonable efforts to provide bargaining unit employees with safe working conditions. More specifically, the District will make all reasonable efforts to comply with the state, federal, county, city, and/or applicable OSHA regulations within general industry standards.

B. It is the responsibility of all employees to obey state job safety and health laws. Furthermore, it is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent and lawful manner. The District will ensure that the employee has proper training and verify possession of the necessary certificates and/or licenses, and will not knowingly require bargaining unit employees to use, operate, or drive any piece of equipment that is unsafe. It is the responsibility of the District to investigate the reports of employees regarding unsafe equipment and take the necessary steps to alleviate the potential danger.

C. The District will provide training to managers and employees regarding safe working conditions.

D. At the time of initial classified employment, the District shall distribute guidelines and/or provide training for the safe and healthful operation of equipment and computers.

E. When necessary, reasonable effort shall be made by the District, in accordance with applicable regulations, to remediate areas identified by the District Environmental Health and Safety Department to have mold, lead, asbestos, other known carcinogens, or severe biological threats to the lives of unit members.

4.2 The Right to Refuse to Perform Unsafe Work

A. An employee subjected to a hazardous condition or practice known to violate OSHA or occupational health standards, which could reasonably be believed to cause immediate death or serious physical injury, may refuse to perform the task. A unit member's right to refuse to do a task is protected from reprisal or discipline if all of the following conditions are met:

1. Where possible, the unit member asked the supervisor to eliminate the danger and the supervisor failed to do so; and
2. The unit member genuinely believes that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death, serious imminent endangerment to health, or serious injury.

B. In such cases of imminent danger, the employee shall:

1. Leave the immediate area of danger, but cannot leave the work site unless directed to do so by the supervisor, except in the case of an emergency;
2. Immediately report the hazardous condition to the supervisor and explain the nature of the danger/hazard;
3. Request that the supervisor correct or remove the hazard;
4. Perform alternate duties as assigned during the removal of the hazard; and
5. Perform required job duties once the hazard is removed.

C. In all such cases of imminent danger the site supervisor shall:

1. Initiate an assessment of the reported safety hazard by the end of the following day of business;
2. Meet with the employee and assign alternate duties or an alternate work location to the employee(s) until the hazard is removed;
3. Within five (5) working days of the completed assessment, inform the employee of the findings related to the reported safety hazard and the corrective action taken or to be taken; and
4. Assign the employee's normal duties when the hazard has been removed.

D. The District, consistent with Section 11(c) of the OSHA Act, shall not punish employees in any way, including firing, demoting, discriminating or any other form of retaliation, for exercising their right to a safe workplace.

4.3 Employee/Management Reporting Responsibilities.

A. The employee shall report to his/her immediate supervisor or designee any industrial accident or illness immediately, but no more than forty-eight (48) hours from the time of the industrial accident or diagnosis of work related illness.

B. It is the responsibility of employees to report, in writing on the appropriate form, to their immediate supervisor any condition(s) that may indicate a potential danger or any situation(s) that may result in a harmful condition to themselves or others. The Federation may make such reports on behalf of any employee or group of employees. No employee shall be discriminated against, nor shall the employee experience repercussions as a result of reporting such conditions.

C. The immediate supervisor shall investigate any written report and make a determination if corrective action is required. If no action is necessary, a written response will be sent to the employee with a copy forwarded to the Federation and the proper College/District administrator. If cause exists,

the immediate supervisor shall make reasonable attempts to resolve such conditions. If conditions cannot be corrected by the supervisor at that time, a written report shall be forwarded to the proper College/District administrator for appropriate action. A copy of such report shall be sent to the Federation and/or employee.

4.4 Safety Committees. Each College and the District Office shall form a Safety Committee composed of equal numbers of representatives from the administration, classified staff, and other constituency groups. Volunteers will be sought to serve on such committees and the Federation will appoint one representative to each of these committees. The committees shall make recommendations to the appropriate College/District administrator for appropriate action. The Safety Committees may review and make recommendations on reports submitted directly by employees.

4.5 Hazardous Chemical Warnings and Notices

A. Prior to the use of known hazardous substances in an employee's immediate work area, the District shall provide notice twenty-four (24) hours in advance to employees in the affected area. The District also shall make available a copy of the MSDS (Material Safety Data Sheets) as provided by law.

B. The District shall make reasonable effort to provide an alternate work site during the time of application of the substance. Subsequently, every effort will be made to provide an alternate work site in the event an employee has any allergic reaction, documented by a physician's note, to said chemicals.

4.6 Ergonomic Use of Computers

A. The District shall make available to all District employees information regarding the ergonomic guidelines involved in using their computers.

1. Because of the integral relationship between employee health and the proper use of computers, each employee, during the first week of initial employment will be required to complete the online tutorial on ergonomic considerations such as height, distance, protections for eyes, wrists, and posture.
2. Employees should inform and request assistance from their immediate supervisor if their health is being negatively affected by the setup or physical condition of their workstation.
3. If the problem is not alleviated in a reasonable time, the employee may contact Environmental Health & Safety and the respective personnel/HR departments.

4.7 Violence in the Workplace. The District and the Federation are committed to providing a workplace that is free of violence and to joint efforts in preventing violent incidents.

A. In an effort to provide a safer work environment and to make both management and unit members aware of issues regarding the prevention of violence in the workplace, the District and the Federation shall develop a training program that shall include, but not be limited to:

1. Security measures already existing in the work place;
2. Recognizing threatening or potentially threatening situations and the proper methods for dealing with them;
3. Proper procedures for reporting to campus security and/or local law enforcement any incidents or threats to safety; and
4. Personal safety training to assist employees in avoiding violent or potentially violent situations and to prepare them to better deal with such situations should they arise.

B. Any bargaining unit member who reports an incident of violence or threatened violence while on District property or engaged in District business shall be entitled to receive an investigation by the District into the details of the incident.

C. During hours of darkness, or when an employee's workstation or parking space is in a remote area, unit members may request and receive, if available, an escort from public safety.

4.8 Extremes in Temperature. In the event that interior temperatures outside the range of sixty (60) to eighty (80) degrees Fahrenheit persist for longer than two (2) working days, reasonable consideration will be given to the impact on work performance, and bargaining unit members may use space heaters that meet safety regulations or fans. After five (5) working days of temperatures outside sixty (60) to eighty (80) degrees, bargaining unit members may request a work accommodation such as completing their work at a different location.

ARTICLE 5. NEPOTISM.

5.1 Pursuant to Board Policy 7310.

ARTICLE 6. GRIEVANCE PROCEDURE.

6.1 Definitions.

A. Formal Grievance. A formal grievance is defined as a written complaint alleging that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Collective Bargaining Agreement ("Agreement"), excluding Section 6.2, 6.2A, and 6.2B. Matters not contained in this Agreement are not subject to this grievance process.

B. Grievant. The Federation, an employee or group of employees of the District covered under the terms of this Agreement may file a grievance.

C. Informal Conference. The informal conference, designed to achieve early resolution in the area of disagreement, occurs primarily between the employee and the immediate supervisor. The employee may request a Federation representative.

D. Immediate Supervisor. The lowest level manager having line supervisory authority over the employee filing the grievance.

E. Day. Any day during which the central administrative office of the District is open for business.

F. Response Timeline. The response timeline at each level of the formal process begins the day following the delivery of the formal/written grievance.

G. Mediation. The use of a qualified neutral third party at any level of the grievance procedure to assist in resolving disputes in a fair, impartial, and equitable manner.

H. Binding Arbitration. A settlement technique in which an objective third party qualified to interpret and adjudicate collective bargaining agreements reviews the case and renders a decision that is binding on all parties.

6.2 Purpose. The purpose of the grievance procedure is to provide a method for the orderly resolution of grievances in a manner that is timely and respectful. It is the intent of the parties to equitably resolve grievances at the lowest possible level.

A. Prior to pursuing rights under the grievance article as delineated in 6.3, the employee shall (1) speak directly with the supervisor/manager about the concern or issue; and (2) seek clarification from the Federation on the article of the Agreement that is believed to have been violated.

B. If the issue does not constitute a contractual violation, the employee (along with a representative, if desired) should pursue avenues of conflict resolution through informal conference. If following the conference the matter remains unresolved, the matter may be addressed through mediation, if the parties agree (See Appendix H). If there is a perceived or actual violation of a specific article in the Agreement, the grievance procedure may move forward.

6.3 Informal Conference: Attempt at Resolution

A. Before filing a formal grievance, the employee shall attempt to resolve the issue through an informal conference with his/her immediate supervisor within twenty (20) days after the employee should reasonably have had knowledge of the occurrence of the act or omission giving rise to the grievance. The employee may have one (1) Federation representative at the conference. When asking for the conference, the employee or Federation representative shall inform the supervisor that this is an informal level of the grievance procedure.

B. More than one (1) conference with the immediate supervisor may be required to resolve the issues/concerns. Within five (5) days following the final informal conference, the immediate supervisor shall communicate a decision regarding the resolution of the issue in writing to the employee and to the Federation, or in an informal meeting with Federation representation present.

6.4 Formal Level I. Submission of Written Grievance

A. If the grievant is not satisfied with the supervisor's decision resulting from the informal conference, the grievant must present a grievance in writing, on the mutually agreed upon form (See Appendix A), to the immediate supervisor within ten (10) days following the supervisor's response. If the immediate supervisor failed to respond within the five (5) day time limit, and no agreement had been made to extend the time, the grievant may proceed to file a formal grievance at Level 1. In that event, the time limit for filing shall be fifteen (15) days after the supervisor should have responded at the

informal level. Should more time be required to file the formal grievance, the timeline may be extended by up to five (5) days with the mutual agreement of both parties.

B. Statement of Grievance. The grievance shall be a clear, concise statement of circumstances giving rise to the grievance, citation of the specific article(s), section(s) and paragraph(s) of the Agreement alleged to have been violated, the outcome of the informal conference, the names of any witnesses and/or documents relevant to the grievance, and the specific remedy sought.

C. Decision of Supervisor. Within ten (10) days after receipt of the formal grievance, the immediate supervisor shall give the decision in writing based on whether or not a contract violation occurred, to the designated Federation representative on the original copy of the grievance form, with a copy forwarded to the grievant.

6.5 Formal Level II. Appeal to Grievance Officer

A. If the grievance is not resolved at Level I, the grievant may appeal the decision to the District or College designated grievance officer within ten (10) days of receipt, using the designated Level II grievance form.

B. Level II Grievance Officers. The District Office Level II_Grievance Officer shall be appointed by the Vice Chancellor of Human Resources, and College Level II grievance officers shall be appointed by the President of each college, with notification to the Vice Chancellor of Human Resources. The Office of the Vice Chancellor will, on an annual basis, provide a list of the Grievance Officers to the Federation. Grievance Officers shall have sufficient authority to adjudicate grievances. Should the designated Grievance Officer be the employee's immediate supervisor, or be named as a party to the grievance, another manager shall be appointed who is not involved in other levels of the grievance; or, if that is not possible, Level II shall be waived.

C. Investigation of Grievance. Within ten (10) days after receipt of the grievance, the grievance officer shall meet with the grievant and Federation representative, if requested by the employee, to hear the grievance. He/she will investigate the allegations, to determine if a violation of the Agreement exists before rendering a decision.

D. Decision of Grievance Officer. Within ten (10) days of the meeting (set forth in 6.5C), the Grievance Officer will communicate the decision and the basis for the decision, in writing, attaching the response to the grievance form, and mailing it to the designated Federation representative with a copy to the grievant and to the immediate supervisor. A copy shall also be forwarded to the Vice Chancellor of Human Resources.

6.6 Formal Level III. Appeal to Vice Chancellor of Human Resources.

A. If the grievance is not resolved at Level II, the grievant may appeal to the Vice Chancellor of Human Resources or designee within ten (10) days after receipt of the written decision of the Grievance Officer at Level II, using the Level III grievance form.

B. Meeting with the Grievant. Within ten (10) days after receipt of the grievance, the Vice Chancellor of Human Resources or designee shall meet with the grievant and Federation representative to hear the grievance.

C. Written Response. Within ten (10) days after the Level III meeting, a written response by the Vice Chancellor of Human Resources or designee shall be submitted to the Federation with a copy to the grievant, and to the Level I supervisor attached to the grievance form. If the Vice Chancellor needs more time to investigate the grievance, the time may be extended with the consent of the Federation.

D. Failure to respond. The intent of the parties to this Agreement is that a decision will be rendered at Level III prior to proceeding to binding arbitration. However, if the Vice Chancellor of Human Resources or designee fails to give a decision at Level III within the specific time limit, or within the agreed upon extension of that time, the formal grievance will be considered settled in favor of the employee, in the manner requested by the employee, in the formal grievance.

6.7 Level IV. Binding Arbitration.

A. If the Federation is not satisfied with the decision at Level III, the Federation may, within ten (10) days, request in writing that the grievance be submitted to binding arbitration (except in matters pertaining to employee discipline). The procedures for arbitration are outlined in Appendix I.

B. No grievance shall proceed to binding arbitration without the agreement and involvement of the Federation.

6.8 General Conditions.

A. Time Limits. It is important that grievances be resolved as quickly as possible. The time limits at each level should be considered maximums. Time limits may be extended only by mutual agreement of both parties, confirmed in writing. Email to the party's campus address is sufficient when the party addressed responds with an email to acknowledge receipt of the confirmation.

B. Protection of Participants. The District and the Federation agree that no reprisals will be taken against any person who exercises rights guaranteed by this Agreement or who executes responsibilities imposed by this Agreement.

C. Meeting. A grievance meeting between the parties shall be held at each level within the above time limits unless waived by mutual agreement of the parties.

D. Failure to Adhere to Procedure. Failure by either party to adhere to the time limits contained herein shall mean the grievance will be handled as follows: If the District fails to adhere to the time limits, the employee is automatically granted the right to proceed to the next step of the grievance procedure except as provided in Section 6.6.D. If the grievant fails to adhere to the time limits, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or consideration.

E. Confidentiality. All documents dealing with the processing of a grievance shall be handled with the strictest of confidence and shall be filed separately from the personnel files of the participants.

F. Released Time. Any bargaining unit employee required by either party to participate as a witness or grievant in a grievance meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of compensation in order to participate in the hearing. Released time for the grievant shall be limited to the processing of the grievance rather than for doing the research

for the grievance prior to the processing. Copies of documents directly relating to the grievance process shall be furnished by the District, upon request of the employee.

G. Representation. The grievant may be accompanied or represented by one (1) Federation representative at each level of the grievance process.

1. With advance mutual agreement, and the concurrence of the supervisor/manager processing the grievance, an additional District/College representative not involved in Level II or Level III and/or Federation representative may be in attendance at any formal level of the grievance procedure.
2. A grievant shall also be entitled to represent himself/herself (but may not be represented by any other person other than a Federation representative) up to and including Level III of the grievance procedure. Unit members may have a grievance adjusted without the intervention of the Federation as long the adjustment is not inconsistent with the terms of this Agreement.
3. The Federation shall be provided copies of any grievance filed by Unit members and any response by the District. Prior to resolution of any grievance, the Federation shall be provided a copy of the proposed resolution and given the opportunity to respond. Any decisions rendered in grievances without Federation representation and concurrence with the decision shall not set precedent for any future grievances.

6.9 Miscellaneous.

A. Group Grievances. Group grievances may be filed at Level III, by the Federation. In this instance, the Vice Chancellor of Human Resources may appoint a District designee to carry out the grievance procedure. With mutual agreement of the parties, mediation shall be an option.

B. Grievance Forms. Grievance forms shall be mutually agreed upon by the District and the Federation and will be made available to bargaining unit employees by the Federation. The grievance form shall be accessible from the District's web site.

ARTICLE 7. EMPLOYEE STATUS.

7.1 Persons Covered by this Agreement: Persons covered by this Agreement are regular classified District employees (except those designated as management, supervisory, or confidential) with probationary or permanent status which include employees that were hired for short-term work but exceeded the day limitation within a fiscal year.

A. Full-time Regular Classified Employees. Employees regularly scheduled to work forty (40) hours per week as set forth in Article 14, Section 14.1 (Work Schedule & Workday).

B. Part-time Regular Classified Employees.

1. Employees regularly scheduled to work less than the full-time schedule (Article 14, Section 14.1), but at least twenty (20) hours per week.
2. Employees regularly scheduled to work less than twenty (20) hours per week.

7.2 Employees Not Covered by this Agreement. All employees not falling within one of the above definitions, including:

A. Substitutes. A substitute is a person hired, with or without advertisement, on an hourly basis, to take the place of a bargaining unit employee who is ill, on leave of absence, temporarily backfilling in a vacant position during the recruitment phase for that position, or backfilling in a position that is vacated due to temporary reassignment. Said person shall not occupy a position on a substitute basis for more than fifty percent (50%) of the fiscal year (twenty-six (26) weeks) except when the person whose job is temporarily being filled continues to be ill or on a leave of absence. The first two weeks of a substitute assignment will count towards the short-term employee's maximum time limit. (See Section 7.2E). Substitute assignments shall be identified within twenty (20) days from the beginning of the bargaining unit employee's absence.

B. Apprentices as defined by Section 88003 of the Education Code.

C. Professional experts as defined by Section 88003 of the Education Code.

D. Students Performing Student Assistant Work as Defined by the Education Code. For purposes of this section, the term "student" should be defined as a person who is eligible for the college work study program, enrolled in the work experience education program, or enrolled in twelve (12) or more units, including full-time or part-time students in a work study program or a work experience education program pursuant to Section 88003 of the Education Code.

E. Short-Term/Hourly Employees. A short-term/hourly employee is a person who is working less than the agreed upon limit of one hundred sixty (160) duty days in a fiscal year. Short-term/hourly employees have no contractual entitlements, are not members of the bargaining unit, and therefore are not covered by any of the provisions of this Agreement. Short-term employees may not work in a dual role as a student assistant.

7.3 Limitation on Student Assistants. A student may not engage in student assistant work for more than nineteen and one half (19.5) hours per week, except during time between semesters (winter break, intersession, spring break, summer). During such time between semesters, use of a single or combination of student assistants shall not be for more than thirty (30) hours per week to replace a full-time classified position.

7.4 Probationary Period. The probationary period shall be regarded as an integral opportunity to observe and assess an employee's performance to determine if the employee is suited for the job. During the probationary period, the immediate supervisor and the employee shall meet at least once in the first thirty (30) days of employment to discuss the expectations of the position.

A. A new employee shall serve a probationary period of six (6) full working months subject to dismissal at any time during this period.

B. The work performance and efficiency of the employee will be appraised on the prescribed District form by the employee's immediate supervisor at the end of the third (3rd) and fifth (5th) months.

At the fifth (5th) month appraisal, the employee will be recommended for either regular status and salary step raise, if applicable, or for termination. Should the immediate supervisor fail to recommend the employee for regular status prior to the employee's six (6) month anniversary, the employee will automatically pass into regular status and receive a salary step raise, if applicable (see Article 19.8).

C. Should the supervisor recommend termination after having missed the due dates for the third (3rd), and/or fifth (5th) month evaluations, the employee shall receive an automatic three (3) months' extension of probation. The due dates shall be considered to be missed if the employee conference is not held within ten (10) working days of the third (3rd), and fifth (5th) month anniversary dates.

D. Should the immediate supervisor or the employee believe an extension of probation would be beneficial, such extension may be requested in writing prior to the completion of an employee's probationary period. An extension, not to exceed three (3) months, shall require agreement between the employee involved and the District, with notification to the Federation.

7.5 Part-time Regular Classified Employees. The Campuses/District will make reasonable efforts to post opportunities for additional assignments. Qualified part-time employees covered by this Agreement interested in additional work assignments in positions for which they may be qualified, will be responsible to notify the District's Human Resource Department and College Personnel Office for placement in an additional assignment. Employees who work twenty (20) or more hours but less than forty (40) hours per week will be limited to the Campus/District site assigned. The District reserves the right of assignment and complete discretion for any additional hours assignment(s).

7.6 Reemployment.

A. If a permanent employee terminates and returns to the District within thirty-nine (39) months, all former time in classifications held will be counted for seniority purposes.

B. When a permanent employee returns to the District within thirty-nine (39) months, the employee shall have restored all the rights, benefits, and burdens in the classification to which reinstated or reemployed.

ARTICLE 8. UNIFORMS.

A. District Requirement. The District shall purchase uniforms for the employee when the District requires the uniform to be worn by the employee.

B. District Approval. The uniforms supplied shall include the items listed below. Each item shall be approved by the District as to style, color, quality and insignia.

1. Up to five (5) shirts per year.
2. One (1) jacket for employee whose work requires outdoor duty.

3. Raincoat, overalls, smock, lab coat, apron, other specialized clothing, etc., when required by the District.
4. Trousers/shorts when required by the District for safety or appearance.
5. Full-time security personnel shall be provided one pair of shoes per year.
6. Part-time security unit members shall be reimbursed half (50%) the reasonable cost of one pair of shoes per year.

C. Uniform Maintenance. The maintenance of uniforms is the responsibility of the employee. Replacement of lost or damaged garments will be the responsibility of the employee except in cases where the loss or damage is the direct result of work-related activities. Employee(s) may return uniforms for replacement during a reasonable amount of time if the uniform(s)/garment(s) are defective.

D. Advisory Committee. Each District entity--Orange Coast College, Golden West College, Coastline Community College, and the District--may form an advisory committee with equal representation from each group of employees who are required to wear uniforms. Such committees shall make their advisory recommendations to the designated College administrator for submission to the District for final approval.

ARTICLE 9. EMPLOYEE PERSONNEL FILES.

9.1 Official File.

A. There shall be only one official personnel file for each employee, which shall be maintained in a lockable file room at the District Office of Human Resources. The personnel file shall contain job related documents including, but not limited to, Notice of Vacancy; job specification; resume; initial appointment forms; official transcripts (if required); emergency contact information; personnel transactions; salary placement documentation; official correspondence with the employee; formal, written evaluation reports; written disciplinary correspondence; employee responses to disciplinary correspondence; and official recognition/job related commendations. The personnel file shall not include materials from anonymous communications, materials(s) attributed to unnamed sources, or material(s) obtained prior to the service of the employee in the District.

B. An employee shall have the right to examine any material(s) in his/her personnel file with the exception of those things excluded by law. The employee shall make an appointment, during normal working hours and without loss of pay. Copies of materials requested by the employee from the personnel file will be provided.

C. No adverse action of any kind shall be taken against an employee based upon materials that have not been forwarded to the Office of Human Resources for inclusion in the employee's personnel file or materials contained in the file that are more than two (2) years old. Adverse materials shall be forwarded to the Office of Human Resources within a reasonable period of time in order to be included in the employee's file.

D. Derogatory material shall not be placed in the employee's personnel file without the supervisor/manager providing proper notice to the employee that the material will be placed in the file. The supervisor/manager shall present such material in a meeting with the employee unless that is not possible due to employee absence. If an employee is asked to sign in acknowledgment of receipt of the document, the employee's signature shall not be construed to indicate agreement with its contents. When an employee is not available for a meeting, the material will be sent via regular mail as well as certified mail to the employee's address of record.

E. Upon the written request of the unit member, derogatory material that is more than two (2) years old shall be placed in a separate sealed envelope to be retained in the back of the official personnel file. The sealed envelope shall only be opened for reasonable cause by the Vice Chancellor of Human Resources with notice to the employee, or upon court order.

1. The two-year period does not preclude the employee and the Vice Chancellor of Human Resources from agreeing to remove material from the personnel file, at any time.
2. When file material is ordered to be removed as a result of a grievance or arbitration, or if the material is found to be inaccurate or to have been placed in the file in error, the material shall be given to the employee within ten (10) days of receipt of the decision and shall not be retained by the District.

9.2 Right of Response. An employee shall be provided with copies of any adverse written material before it is placed in the official personnel file, and shall have ten (10) working days to respond. The employee may use one (1) hour per day, for a maximum of five (5) hours, during normal working hours and without loss of pay, to prepare a written response to such material, with the understanding that assigned work will be given first priority. The employee shall provide a copy of the written response to the immediate supervisor, and shall forward the original written response to the Manager of Employee Records in the Office of Human Resources, where it will become a permanent part of the file.

9.3 Confidentiality. All personnel files shall be kept in the strictest confidence, except as required by a court of competent legal jurisdiction. All applicable Federal and California state laws governing the rights to privacy and confidentiality shall be followed in maintaining the personnel files. The District shall make all reasonable efforts to protect employees' personal information including, but not limited to social security_number, home address, telephone, and other employment information.

9.4 Restriction of File Access. The District shall restrict access to employee personnel files to staff in the Office of Human Resources, Payroll, Benefits, and Risk Services as deemed necessary for the proper administration of the District's business or the supervision of the employee. Any other requests for employee personnel information, including the review of an employee's personnel file by any administrator, manager, or supervisor, must be approved by the Vice Chancellor of Human Resources or designee. The employee shall be notified of access for non-routine matters. When a personnel file is opened for other than routine purposes, a file utilization form shall show the name of the person opening the file, the date, and the purpose.

9.5 Provision for File Review by Others. Other individuals (including representatives of the Federation) shall have the right to review an employee's personnel file, provided that the

individual/representative has written authorization signed by the employee, or is accompanied by the employee at a prearranged and mutually acceptable time.

ARTICLE 10. PERFORMANCE EVALUATION.

10.1 Intent. The intent of the performance evaluation is to provide constructive feedback and strengthen communication between the employee and the immediate supervisor. By working together, the immediate supervisor and employee will identify work-related goals, recognize and acknowledge good performance, and identify areas in need of improvement. This process is not intended to be punitive or to replace progressive discipline, but rather, will be used as a tool to enhance employee performance and to provide a means of planning and achieving long-term employment goals.

10.2 Performance Evaluation Form. Performance evaluations shall be completed on the mutually agreed upon forms provided by the Office of Human Resources.

10.3 Employee Notice. At the time of initial employment, and upon subsequent change of an immediate supervisor, the employee will be informed of the evaluation procedures and timeline by the immediate supervisor designated to prepare the evaluation.

10.4 Evaluation Criteria. The performance evaluation shall be based on job related criteria and workplace behaviors, which shall include direct observation by the immediate supervisor and input from the employee. Performance evaluation criteria shall be written and shall be related to the employee's job specification/classification.

A. The evaluation cycle shall cover the one (1) year period between the employee's previous and current review dates and the evaluator shall ensure that observations are objective and that the standards are consistently applied.

B. The immediate supervisor is responsible for the performance evaluation of each classified staff member. Only those persons designated as management or supervisors shall have the authority to conduct and prepare performance evaluations for classified employees.

10.5 Performance Evaluation Timeline.

A. Permanent Employees.

1. One (1) year following the completion of the probationary period. This date will become the review date.
2. Thereafter, evaluations will be conducted at least once every year.
3. All performance evaluations shall be completed no later than thirty (30) working days after the review date. If the performance evaluation is not completed on schedule, unless the employee agrees to an extension, the evaluation will noted, recorded in the system to have been missed, and the annual schedule will be resumed. If, however, an employee is on leave at the time the evaluation is due, the evaluation period shall be extended automatically. In this circumstance, the evaluation will be completed within

thirty (30) working days of the employee's return to work, and the annual evaluation cycle shall correspond with the new review date. (Note: If an employee is not evaluated for a consecutive three (3) year period, the employee's performance will be deemed as having been satisfactory for the time period that the three (3) evaluations were missed.)

4. If the immediate supervisor is leaving, the employee's evaluation timeline may be observed as follows:
 - (a) A supervisor leaving the District, within thirty (30) days of the upcoming review date, may complete an evaluation prior to leaving.
 - (b) A supervisor who has changed assignments within the District may evaluate the employee when the evaluation is due. The evaluation cycle shall cover the one (1) year period between the employee's previous and current review dates in which he/she served as the employee's immediate supervisor.
5. In the event an employee's supervisor leaves the District, the employee shall not be evaluated by the new supervisor for a period of six (6) months, unless the employee being evaluated is nearing the end of probationary status. If the former supervisor has not left the District and is available to complete the evaluation, #4(b) above shall apply.

B. Probationary Employees. The evaluation of the probationary employee shall be within twenty (20) working days of the end of the third (3rd) and fifth (5th) months of service. (Refer to Article 7, Section 7.4 A (Probationary Period).)

C. During the probationary period of a permanent, promoted employee, the immediate supervisor and the employee shall meet at least once in the first thirty (30) days to discuss the expectations of the position. If a permanent, promoted employee who is serving a six (6) month probationary period is not meeting performance standards at three (3) months, there shall be a discussion between the immediate supervisor and the employee by the end of the fourth (4th) month to address the areas of concern. If the employee fails to complete probation, see Article 11 - Section 11.5.C.

D. All Employees. An employee may request an evaluation at any time, including when either the immediate supervisor or employee moves to another location. Such an evaluation would reset the evaluation cycle for permanent employees.

10.6 Additional Evaluations. The performance evaluation timeline does not preclude additional performance evaluations as conditions merit. Such additional performance evaluations shall not be carried out in an arbitrary or capricious manner. No additional performance evaluation shall be given prior to sixty (60) calendar days from the date the employee received the previous performance evaluation. If the additional evaluation includes a need for improvement or does not meet standards, a plan of action will be included to guide the employee in improving performance in the areas noted.

10.7 Evaluation Procedure. As soon as possible, but at least ten (10) working days prior to the evaluation conference, the immediate supervisor shall inform the classified employee of the date of the

evaluation conference and offer the opportunity for the classified employee to complete a self-evaluation.

A. Self-Evaluation.

1. At least five (5) working days prior to the scheduled evaluation conference, the employee may submit the self-evaluation on the Evaluation Report Form.
2. If the employee elects not to complete the self-evaluation, the employee shall inform the immediate supervisor on or before the deadline date, which is five (5) working days prior to the scheduled conference.

B. Evaluation Report. The immediate supervisor shall prepare his/her evaluation for presentation and discussion with the employee, taking into account the self-evaluation completed by the employee, if provided.

C. Conference. The immediate supervisor and employee shall meet to discuss the performance criteria, the employee's self-evaluation (if provided), commendations, and possible recommendations for continued training and performance improvement.

D. Completion of the Evaluation. Following the conference, the immediate supervisor shall give the completed evaluation to the employee to sign and date, indicating receipt of the evaluation. The employee shall be given a copy. The employee's signature on the evaluation report shall not be construed to indicate agreement with its contents.

E. The employee will have the option of attaching his/her self-evaluation to the manager's evaluation being placed in the employee's official personnel file.

F. Employee Response. The employee may, within thirty (30) working days of receipt of the completed evaluation report, forward a written statement of response to the immediate supervisor who shall forward it through designated channels to the Office of Human Resources. The employee's evaluation response shall be attached to the original evaluation and placed in the employee's official personnel file located in the District Office.

10.8 Plan for Improvement. When necessary, a Plan for Improvement shall be completed on the mutually agreed upon forms provided by the Office of Human Resources for any instance where job-related performance does not meet standards.

A. A specific plan of action should include the following:

1. Measurable goals and specific timelines for meeting those goals;
2. If applicable, indication of the specific assistance or training that will be provided; and
3. A conference at the end of thirty (30) working days to discuss progress on the plan.

B. If an additional performance evaluation is being considered to provide feedback, the additional evaluation will be completed no sooner than sixty (60) working days from the date the employee received the plan for improvement.

10.9 Unsatisfactory Evaluation - Appeal.

A. If the employee has compelling evidence that the evaluation contains, or is based upon false information, the employee may request, within ten (10) working days of receipt, that the campus Director of Personnel Services or the District Director of Human Resources review the evaluation. If the campus or District Director is the evaluator, a designee will be assigned. The Director will review the appeal, which shall include a conference with the employee as part of the appeal process.

B. If the Director concludes that the evaluator intentionally used false information, the evaluation shall be null and void and the process from 10.7A through 10.7F shall be rescheduled.

C. The decision of the campus Personnel Director or the District Director of Human Resources will be final and not subject to the grievance process.

10.10 Performance Evaluation Procedures Violations. Alleged violation(s) of the evaluation procedures (Section 10.7 A-F) is subject to the grievance process.

10.11 Evaluation Training. The District's Human Resources Department shall provide training to new managers on the administration of the District's performance evaluation processes. The training session will address the employee/supervisor partnership that supports the meaningful, ongoing process and will include developing a shared understanding of evaluation criteria and establishing performance objectives. All managers will receive periodic training on the administration of the District's performance evaluation processes.

ARTICLE 11. VACANCIES, TRANSFERS AND PROMOTIONS.

11.1 Definitions.

A. In-House Classified Applicant. A current classified employee, who is occupying a position in which permanency has been attained.

B. Job Vacancy. A job vacancy is an unoccupied position that is immediately available, and for which the District will actively recruit.

C. Lateral Classification Change. A lateral classification change is a move from an employee's present position to a position in the same salary range but into a different classification.

D. Promotion. A promotion is a change from one classification to another classification at a higher salary range.

E. Reclassification. A reclassification is the upgrading of a position to a higher classification as a result of the gradual increase of higher level duties being performed by the incumbent in that position over a period of time. (See Article 12)

F. Reorganizational Reassignment. A management-directed reassignment due to the reorganization of staff members 1) to manage increased demands or alter responsibilities after a position has been vacated or 2) to address department or institutional needs.

G. Transfer. A transfer is a voluntary or involuntary reassignment of an employee from his/her present position to a new position, within the same classification or to a lower classification.

1. **Voluntary Transfer** – A transfer initiated by the classified employee or initiated by the District with the freely given consent of the classified employee.
2. **Involuntary Transfer** – A transfer initiated by the District without the consent of the classified employee.

H. Voluntary Classification Reduction. A voluntary move from one classification to another at a lower salary range.

I. Y-Rating. Maintenance of a classified employee's current salary step and column when the employee moves to a different classification with a lower salary range, until the new salary range catches up with the original salary.

11.2 Transfer Process Prior to Posting a Job Vacancy. The District recognizes the interest of classified employees in seeking or agreeing to transfer opportunities. There shall be no reprisal against a classified employee for exploring opportunities for transfer as outlined in the process below:

A. Voluntary Transfer Process.

1. When the District Office of Human Resources receives authorization to fill a job vacancy, classified employees who are on the transfer list will be given the opportunity of a lateral (or lower classification) transfer and will be contacted by Human Resources to schedule an interview between the employee and the supervisor. If desired, the supervisor may establish a committee to participate in the interview(s) of those seeking transfer.
2. The supervisor (or committee) shall follow an interview procedure that is fair to all candidate(s) and may include, but not be limited to, appropriate oral presentations, writing samples, or other performance indicators related to the essential responsibilities of the position. The supervisor (or committee) shall evaluate candidates based on knowledge and competence, commitment to service, and potential contributions to the department and District.
3. Meeting minimum qualifications for a position is not a guarantee for receiving a requested transfer.
4. When the supervisor (or committee) conducts interviews, a written record of interview notes shall be maintained. Following consideration of the candidate's strengths and areas of growth as related to the position, the supervisor (or committee) shall forward all documentation to the District Office of Human Resources that indicates a) the

transfer is to be offered to the classified employee, or b) the position will be opened for advertising to the general public and the classified employee may apply.

5. If a classified employee is offered a transfer, the employee must respond within twenty-four (24) hours as to whether he/she wishes to accept the position. If the classified employee accepts the transfer, the position vacated by the employee will be opened for transfer. Ultimately, once the transfer process is complete, the resulting vacancy will be opened for recruitment, if necessary, to fulfill the requirements of Title 5.
6. Employees offered a transfer to a different classification or job title than previously held, will be required to serve a six (6) month probationary period. If a transfer is offered in the same classification, there is no new probationary period.

B. Involuntary Transfer. In those instances when District management perceives a need to involuntarily transfer a classified employee, the District agrees to give ten (10) working days notice of such transfers, except in the case of an emergency. Such transfers will not be made in an arbitrary, capricious, or discriminatory manner. When requested in writing by the unit member being transferred, the reason for the involuntary transfer shall be provided in writing to the unit member.

11.3 Job Vacancy.

A. Posting. When there is a job vacancy, the position announcement shall be posted online for a minimum of ten (10) working days. The position announcement shall include the description of job duties, qualifications required, classification, and wages. A notice of the vacancy shall be distributed in-house for placement on designated bulletin board locations, and a copy of the notice shall be sent to the Federation.

B. Application. A classified employee may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position, and must submit an updated resume (if required), letter of intent (if required), and all the requested application materials.

C. Interview. In-house applicants who are deemed by the screening committee to meet the minimum and desired qualifications required for interview for the position shall be interviewed. In addition, classified employees shall be interviewed who meet minimum qualifications and, in lieu of meeting all desired qualifications, have supplied the necessary evidence (see 1 and 2 below) with their application that they have successfully completed the following:

1. The job-training program related to the position (certificate of completion or letter of verification from the training manager); and/or
2. Training related to the position through the Classified Professional Development Program (certificate/transcripts).

D. Selection. In the event that an in-house applicant is not offered the position, the reason(s) for the denial will be discussed with the site personnel director at the request of the employee.

E. Search Committee Participation.

1. Each Management or Administrative search committee shall consist of one (1) classified representative appointed by the Federation. The Federation shall respond to requests for search committee representatives within ten (10) working days.
2. Search committees for classified positions, shall include a proportionate number of classified employees to other committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. Further, the search committees shall not include hourly staff and shall not normally include probationary staff. Selection of classified committee members shall be primarily on the basis of knowledge of the requirements of the open position.

F. Hiring Policy and Procedures Task Force. The District shall form a Hiring Policy and Procedures Task Force, as needed, to review and make recommendation(s) to improve the District's classified employee hiring procedures. The Task Force will consist of an equal number of District appointed and Federation appointed representatives, as well as other constituencies.

11.4 Reclassification or Reassignment as a result of Reorganization.

A. A classified employee may be reassigned to another position at a higher, lower, or equal classification as a result of reorganization. The reassignment will be in accordance with the procedures relative to promotion as outlined in Article 11.5.

B. If a classified employee is reassigned to a position at a lower range, as a result of reorganization, she/he shall be Y-rated. The classified employee also shall be given recall rights for a period of up to thirty-nine (39) months to a vacant position in her/his former classification.

C. If reorganization results in the displacement of a classified employee, the District recognizes the classified employee's permanence in his or her former classification, or in an eligible classification, and will place the classified employee in a vacant position if one exists. (See Section 11.4.B)

11.5 Probationary Status in Vacancies, Transfers and Promotions.

A. Reassignments. Classified employees reassigned to a former or current classification in which they have held permanency shall not be required to serve a new six (6)-month probationary period.

B. Transfer and Voluntary Classification Reduction. A supervisor may waive the new probation period if the employee has previously served a probation period with the same job qualification requirements. During a hiring freeze, a new probation period shall be waived in the event of an administrative transfer or classification reduction.

C. Failure to Complete Probation. In the event a regular classified employee accepts a promotion or lateral or voluntary classification change, and does not complete the six (6) month probation, the District will place the classified employee in their previous permanent classification or in an open position most nearly like the position previously held. If a comparable position is not

available, the classified employee may be placed in a temporary position, until an open position becomes available at a salary no lower than the previous permanent classification held.

D. Probation Requirements.

Change in Assignment	New Probation Requirement
No classification change	No (11.5.A)
Lateral classification change	Yes (May be waived - 11.5.B)
Voluntary classification reduction	Yes (May be waived – 11.5.B)
Promotion	Yes
Reclassification	No
Reorganization	Yes (May be waived – 11.5.B)
Reassignment to Classification Where Permanency was Held	No (11.5.A)

11.6 Salary Placement.

A. Step Placement.

Change in Assignment	Step Placement
No classification change	Same step placement
Lateral classification change	Same step placement
Voluntary classification reduction	Closest to previous salary
Promotion	Approximately 7.5% increase (11.6.B)
Reclassification	Same step in new classification
Reorganizational reassignment to lower range	Y-Rated (11.1.I)

B. Promotion. An employee who receives a promotion shall be placed on the appropriate salary range at a step assuring an increase of at least seven and one half percent (7.5%). If the step placement using this method is lower than would have been recommended if the employee were from outside the District, administration may recommend salary placement as if the employee were an outside candidate. The final determination and recommendation to the Board of Trustees for salary placement rests with the Vice Chancellor of Human Resources.

C. Reorganizational Reassignment. Salary step placement for a classified employee who is subject to a re-organizational reassignment shall be carried out as appropriate under Section 11.6(A), with the following provisions:

1. Reassignment to a lower class will be governed by Article 13, Sections and 13.6.B.4.D;
2. Reassignment to a lateral class will include the reemployment rights of Article 13, Section 13.7.

D. Salary Advancement. The classified employee's effective date of salary advancement will be consistent with the provisions described in Article 19.8.

ARTICLE 12. RECLASSIFICATION.

Reclassification. In accordance with California Education Code Section 88001(f), reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. (See Also Article 11, Section 11.2.E) More specifically, the parties agree that the reclassification process in this Article is intended to apply when there is a twenty percent (20%) or more permanent change in the position that significantly impacts any of the following: The level of responsibility; level of impact of the position on the unit, department or campus; reporting relationships; scope of duties; creativity/innovation; level of supervision received; supervision exercised; knowledge and skills required to perform the additional duties; change in time required to perform more complex tasks; problem solving; accountability; higher level responsibilities; amount and level of independent work required; or technical evolution of the job. All requests for reclassification will be examined within and between corresponding classifications to ensure internal equity among and between current classifications within the District.

12.1 Applications. Applications to request a reclassification of an employee's current position will be made available through the District Office of Human Resources, in a yearly cycle beginning the first working day of August through the last week of September. Incomplete applications shall not be considered. A complete application shall include:

- A.** A Reclassification Application Form (Appendix L) that specifies:
 - 1. Specific position information related to how the employee's position has evolved over time and what specific duties are believed to be outside the scope of the currently held classification; and
 - 2. A signed statement by the employee as to whether the duties that are the subject of the reclassification request were (a) voluntarily performed by the employee or (b) approved/directed to be performed by the employee's immediate manager; and
- B.** A Position Analysis Questionnaire (Appendix M) signed by the employee requesting reclassification and the employee's immediate supervisor; and
- C.** The employee's current job specification and the job specification the employee is requesting placement into; and
- D.** A copy of the current organizational chart for the department the employee works in.

Reclassification Application Forms shall be submitted by the employee to the District's Office of Human Resources during the application period specified in 12.4. However, employees whose positions have been reclassified cannot reapply within a twenty-four (24) month period after the effective implementation date of the reclassification. Probationary employees are not eligible for reclassification.

12.2 Reclassification Committee. A District-wide Reclassification Committee shall be established.

A. Selection and Composition: The Reclassification Committee shall be composed of two (2) classified representatives selected by CFCE and two (2) Human Resources management representatives selected by the Vice Chancellor of Human Resources. Two alternates may also be selected by each side to be used in the event of a recusal or the need for a replacement.

B. Term Length: Starting July 1, 2017, committee members shall serve a 3-year term. Committee members and alternates shall receive District mandated training before serving on the Reclassification Committee. Committee members may not serve consecutive terms and must rotate off of the committee at the end of each 3-year term. Alternates serve one year terms and may serve consecutive terms for up to three years.

C. Replacement: Should a member of the committee retire, resign, or otherwise leave the employment of the District, or be unable to continue their term due to an unforeseen circumstance, a replacement shall be selected in the same manner as specified in 12.2.A.

D. Direct Conflict of Interest of Committee Member: Any member that has a “direct conflict of interest” shall recuse themselves from the committee during which time the deliberations and voting on the matter in which they have a direct conflict is occurring. The meaning of “direct conflict of interest” is defined as:

1. Any Committee member who occupies the same classification of the employee(s) being reviewed.
2. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
3. Any Committee member whose own personal request is being reviewed by the Committee.
4. Any Committee member who is personally related by blood or marriage/domestic partnership/or living in the same household with the employee making the classification or reclassification request.
5. Any Committee member who self-identifies that a conflict of interest exists for personal reasons.

An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

12.3 Preliminary Review by Human Resources. When three (3) or more of the applications for reclassification are received from employees in the same job classification or when fifteen percent (15%) or more of the classification is requesting reclassification in unusually small or large classifications, the District Director of Human Resources and Recruitment and Employment Services

will review, in a timely fashion, those applications to determine if there is a compensation/allocation issue versus a true condition for reclassification.

If the contents of the applications suggest a compensation inequity rather than an actual change in the assigned work, the District Office of Human Resources will recommend to the Reclassification Committee that the applicants be removed from the reclassification process and that a compensation study be performed for the job classification. Board approved comparable districts will be used for such studies.

A. Applicants who move into a compensation study will be notified that their applications will be removed from the reclassification process and that a compensation study will be performed.

B. When feasible, the timeline for completing the compensation study will be consistent with the reclassification timeline in 12.4 of this article.

C. Decisions regarding increasing compensation will be based on achieving a median point in comparison to the comparable districts.

12.4 Reclassification Timeline*

08/01 through 09/30	Application period
10/01 through 12/10	Human Resources application review. Managers notified of requests for reclassification review.
01/10 through 02/15	District Director, Human Resources and Recruitment and Employment Services reviews complete applications, conducts initial analysis, and generates a preliminary rating.
02/15 through 04/15	Committee reviews applications, conducts interviews, deliberates and forms recommendations for the Vice Chancellor of Human Resources.
04/16 through 05/15	Vice Chancellor of Human Resources approves or rejects the recommendations of the Committee and then notifies applicants of decision.
05/16 through 05/31	Reevaluation Request period (not less than ten (10) working days).
06/01 through 06/30	Reevaluation of all of the materials and interviews take place with the Vice Chancellor of Human Resources. Approved reclassifications are submitted to the Board of Trustees for ratification.
07/01	Implementation of approved reclassifications and compensation alignment if applicable.

*If any of the above deadlines fall on a weekend or holiday, the deadline shall be deemed to be the following business day.

12.5 Reclassification Process.

A. Human Resources Application Review

1. All Reclassification Applications received by September 30 (or following business day if falling on a weekend or holiday) will be reviewed by Human Resources to determine (1) if the application is complete and (2) that the duties provided for analysis are not currently within the employee's current job specification.
2. Human Resources shall notify the manager (in writing) of employee(s) who have submitted a completed application for reclassification. Managers will be asked to submit any information related to the request that they would like the committee to consider. The manager's statement must be signed by an area administrator at the vice-president level or above.
3. All applications identified by Human Resources as incomplete will be returned to the employee to complete and resubmit through the application deadline. After the application deadline, the District Director of Human Resources and Recruitment and Employment Services will notify employees with incomplete applications that their application is rejected from the reclassification process.

B. Committee Application Review

1. All complete applications will have an initial rating conducted by the District Director of Human Resources and Recruitment and Employment Services using the licensed job measurement tool and will then be forwarded to the Reclassification Committee.
2. The Reclassification Committee will divide into sub-committees of one classified committee member and one Human Resources management member to conduct a thorough review.
3. The review shall include interviews and additional analysis in order to gain sufficient information about the position. Each employee will be interviewed by one Human Resources management representative and one classified representative from the committee. Employees will be asked a series of questions developed by Human Resources and the committee. Employees will be interviewed individually, followed by their manager, and may have a follow-up interview with the committee, if the committee deems it necessary.
4. The committee shall then review the employee's application, Position Analysis Questionnaire (Appendix M), written material (if any) submitted by the manager, and verify the factual information that will be applied to the licensed job measurement tool.

Human Resources will apply the analytics from the committee recommendations (if any) to the job measurement tool.

5. At a separate meeting, the committee will discuss the rating results of their recommendation(s) and will vote to recommend or not recommend the reclassification result to the Vice Chancellor of Human Resources citing the specific job duties, data, and analytics the committee relied upon and applied in forming its recommendation.
6. If the committee recommendation is to deny the reclassification request, the committee shall identify higher level duties for removal from the employee's assignment, if any, and may recommend any appropriate out of class pay to be considered for a period not to exceed the previous twelve (12) months. In order to qualify for out of class pay, the out of class period and range must be specifically identified and there must be verification that the individual actually performed the duties above their current job classification a minimum of twenty percent (20%) of their assignment.
7. If the committee is unable to reach consensus on an application, the committee shall meet with the District Director of Human Resources and Employee/Employer Relations, who shall cast the deciding vote.

C. Vice Chancellor of Human Resources Review and Determinations

1. The Vice Chancellor of Human Resources shall review all reclassification application materials, JB Rewards analytics and committee recommendations.
2. The Vice Chancellor of Human Resources shall make the final determination as to which applications warrant reclassification and shall notify each applicant in writing. If the decision is to confirm the recommendation to deny the reclassification request, the Vice Chancellor shall indicate whether there are higher level duties that should be removed from the employee's assignment and whether there is any appropriate out of class pay to be considered for a period not to exceed the previous twelve (12) months.

If the Vice Chancellor denies a recommendation of the committee to approve a reclassification, the reclassification committee shall be notified of the denial within five working days. The reclassification committee shall then issue a recommendation within five working days identifying higher level duties for removal from the employee's assignment, if any, and may recommend any appropriate out of class pay to be considered for a period not to exceed the previous twelve (12) months. In order to qualify for out of class pay, the out of class period and range must be specifically identified and there must be verification that the individual actually performed the duties above their current job classification a minimum of twenty percent (20%) of their assignment.

12.6 Reclassification Reevaluation Process

In the event that an employee requesting reclassification disagrees with the determination of the Vice Chancellor of Human Resources, the following procedure will be followed:

A. The employee will have ten (10) working days following receipt of the determination to file a request for reevaluation to the Vice Chancellor of Human Resources. The Federation President or his or her designee shall be in attendance at the time the Vice Chancellor of Human Resources meets with the employee. The employee may make a personal presentation and the employee will be provided with time away from their assignment to attend the meeting. If the employee is a member of the Office of Human Resources staff, the reevaluation request will be conducted by the Vice Chancellor of Administrative Services or designee.

B. The Federation President shall be provided all application materials, interview notes, and a summary of the committee recommendations at the same time as notification to applicants. The employee may have the assistance of the Federation President in the reevaluation process.

C. Within fifteen (15) working days of receiving the reevaluation request, the Vice Chancellor of Human Resources will make a final determination after meeting with the employee, if the employee desires. A written response will be sent to the employee and the Federation President. The Vice Chancellor of Human Resources will consult with the immediate supervisor or area manager before making a final determination. The decision of the Vice Chancellor of Human Resources shall be final.

12.7 District Reclassification Decisions. The reclassification decisions of the District shall not be subject to the grievance procedure of this Agreement.

12.8 Reclassification Forms. Reclassification forms will be available on the District intranet (Navigator/Sharepoint).

ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHT

13.1 General Provisions.

The District may lay off employees for lack of work or lack of funds based on a decision of the Governing Board, which is not subject to the collective bargaining process. The District will notify the Federation of the layoff as much in advance as possible, but no less than ten (10) calendar days prior to the written notification of a layoff to employees. The Federation retains its right to negotiate the impact of the layoff decision for matters within the scope of collective bargaining. Should layoffs be required, the District shall in every way possible preserve the rights of the individual employees.

Notification to employees affected by layoff shall be no less than forty-five (45) calendar days prior to the effective date of the layoff and shall be informed of their reemployment rights and displacement rights, if any. In the event of a fiscal catastrophe or disaster resulting in the closure of a College or the District, notice of layoff may be reduced as allowable pursuant to Education Code Section 88017(d).

13.2 Definitions.

A. Layoff. Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds (per Education Code Section 88001). This may include any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment

by layoff.

B. Bumping. Bumping is based on seniority (See Section G) and is the displacement of a less senior employee by a more senior employee, and is determined by length of service within the current and/or prior classification.

C. Classification. For the purposes of Article 13, classification is a term that defines those positions in the classified service according to a designated title, a specific set of duties (job description/specification), a salary range, and a regular minimum number of hours per day, days per week, and months per year.

D. Lateral/Equal Classification. Any position that holds the same salary range on the current salary schedule.

E. Lower Classification. A position in a lower salary range on the current salary schedule.

F. Higher Classification. A position in a higher salary range on the current salary schedule.

G. Seniority. Employees shall accrue seniority for hours spent in a paid service, exclusive of overtime, in a given classification. Seniority shall be determined by the length of service within a current and/or prior classification.

1. **Movement from General Funded Position to Categorical or Grant Funded Position.** Permanent employees who transition from a general funded position to a categorical or grant funded (i.e., soft money) position retain rights to return to classifications previously held, based on seniority.
2. When the District acts to reorganize and two (2) or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the classified employee's position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
3. Seniority shall terminate when an employee retires or resigns and does not return to work within thirty-nine (39) months or is discharged for cause.

H. Length of Service. Total hours of service in paid status, excluding overtime, in any classification in which the employee has worked. Hours in paid status shall not be interpreted to mean service performed prior to entering a probationary or permanent position as a classified employee of the District.

I. Regular Employee. An employee who has probationary or permanent status.

J. Permanent Employee. An employee who has passed the required probationary period for his/her classification.

K. Reemployment. Reemployment is a provision whereby an employee who has been laid off

or has, in lieu of layoff, voluntarily accepted a demotion or reduction in hours, has preferential rights to employment in a vacant position or in classification(s) previously held, based on seniority.

L. Short-Term Employee. A person who is employed to perform a service for the District whose assignment shall not extend beyond one hundred sixty (160) days in a fiscal year as specified in Article 7.2.E.

M. Y-Rated. Maintenance of a classified employee's current salary when the employee moves, in lieu of layoff, to a different classification with a lower salary range. The original salary does not increase until the salary in the lower classification catches up to the employee's original salary.

13.3. Order of Layoff.

When a classified employee is laid off, the order of layoff within the classification shall be determined by seniority. The classified employee with the least number of hours in paid status, within the current classification and higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

A classified employee may not be laid off if a short-term/employee is retained in the classification to render a service that the classified employee is qualified to render (per Education Code Section 88017). This citation does not create a forty-five (45) calendar day layoff notice requirement for any individual hired as a short-term /employee.

Any contracting out of laid off services must comply with Education Code 88003.1.

13.4 Written Notice of Layoff.

The District will make every reasonable effort to notify an employee of a potential layoff as soon as possible, but not less than forty-five (45) calendar days prior to the effective date of layoff (except as noted in Section 13.1); the District shall provide written notice to the employee, informing her/him of reemployment rights, displacement rights, if any, and the right to collect unemployment benefits. Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

A. An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. Every effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The forty-five (45) calendar day notice period will begin on the date the employee is notified, whether or not the employee verifies receipt of the written notice of layoff.

B. Employees who are on a leave of absence, vacation, industrial accident leave, sick leave, or otherwise unavailable in person for delivery, shall be notified of layoff by certified mail.

1. The first day of the forty-five (45) calendar day period shall be the next succeeding calendar day following the date of delivery or attempted delivery of the notice by certified mail.

2. The notice of layoff shall be sent to the most recent address on file with the Office of Human Resources. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the end of the specified forty-five (45) calendar day period.

C. Specially-Funded Programs. Employees in specially-funded positions under Section 88017(a) of the Education Code must be notified on or before April 29 if funds will run out by June 30. Notification to the Federation shall be made concurrently. However, if the termination of the specially funded program is other than June 30, notice must be given not less than forty-five (45) calendar days prior to the effective date of layoff.

The District is excused from providing forty-five (45) calendar days notice when a layoff for lack of funds is caused by an actual and existing financial inability to pay the salaries of classified employees or a layoff for lack of work is the result of an event or causes that the governing board could not foresee or prevent (per Education Code Section 88017(d)(1-2)).

13.5 Employee Options After Receipt of Written Notice.

An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for possible reassignment to another position as described in the sections 13.6 through 13.10. The District and noticed employee(s) must adhere to the following timeline:

A. Within five (5) working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources of her/his preference of layoff or reassignment. The day of notice is not counted as one of the five (5) days. Employees who have been notified and are on duty shall respond in writing to the District Office of Human Resources before 5:00 p.m. of the fifth (5th) working day.

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have fifteen (15) calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the Office of Human Resources of this decision.

C. If notice of preference is not received from the employee under 13.5 A or B, as applicable, then the action to layoff will proceed.

13.6 Order of Layoff Options.

A. Employee Displacement (Bumping).

1. When an employee's position is eliminated or the employee is displaced, the employee identified for layoff has the right to bump only into a classification currently or previously held.

2. The employee will first bump into the current classification and then into other classifications previously held. This bumping pattern may force the less senior employee into the next lower classification previously held.
3. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s), including hours worked while in a probationary status.
4. In the event an affected classification requires state mandated licensure or certification, the employee with seniority will be required to meet the state requirements within state mandated time periods.
5. The District shall maintain a seniority roster for all regular classified employees. A copy of the updated roster shall be sent to the Federation in October of each year.

B. Reassignment to Another Position. When an employee is being reassigned in lieu of layoff, the following sequence shall apply:

1. **Current Classification** – A position in the employee’s current classification;
2. **Lateral/Equal Classification** – A position in a lateral classification previously held;
3. **Higher Classification** – a position in a higher classification previously held in which there is verification that the employee was not demoted for cause; or
4. **Lower Classification** – A position in a lower classification previously held.
 - a. Should classified employee(s) in the position(s) first described above have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all employees in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in Section 13.6.C.
 - b. Employees reassigned under this Section will be placed in positions as defined in Sections 13.6.B above, whose incumbents have least seniority, in the following order:
 - (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
 - (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
 - (3) Same proportion of full- or part-time (hours per day) but more contract months per year;
 - (4) Different proportion of full- or part-time hours and same contract months;
 - (a) Fewer hours per day to a minimum of fifty percent (50%) assignment;

- (b) More hours per day to a maximum of a one hundred percent (100%) assignment;
- (5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding Section 13.6.B.4.b.
 - (a) Fewer contract months;
 - (b) More contract months.
- c. An employee accepting a reassignment in lieu of layoff to a position in which she/he previously held permanency shall not serve a new probationary period.
- d. **Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

C. Assignment to a Vacant Position. An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under Section 13.6 of this article. The following conditions shall prevail:

1. The District shall determine which positions are vacant;
2. The District shall determine if the employee's qualifications are compatible with the minimum qualifications for the vacant position to be assigned in lieu of layoff;
3. An employee assigned to a vacant position, not previously held, shall serve a new six-(6) month probationary period;
 - (a). If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month recall right to the former classification.
 - (b). An employee who is separated from a newly assigned position during the probationary period returns to layoff status. The time served in the probationary period will be subtracted from the thirty-nine (39) months to which the employee was originally entitled.
4. If a vacant position exists that is funded and open for recruitment as determined by the District, an assignment to that vacant position will be offered at the time of layoff notice. An employee still will be considered for the recall rights, under subsection 13.7.A.
5. No grievance may be filed based on an alleged violation, misinterpretation, or misapplication of Section 13.6 (C).

D. Voluntary Reduction in Hours. Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional twenty-four (24)

months available for recall to positions in their classification in addition to the thirty-nine (39) month period covered in 13.7.A.1.

E. Retirement in lieu of Layoff.

1. Regular employees with at least five (5) years of service credit under the Public Employees' Retirement System who are fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.
2. **Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate thirty-nine (39) month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

13.7 Layoff and Reemployment Rights.

A. Recall Rights.

Subject to the availability of a vacant position for which he/she is qualified, the laid off employee has the right to reemployment.

1. A classified employee laid off because of lack of work or lack of funds is eligible for reemployment for a period of thirty-nine (39) months. These employees shall be ranked in seniority order and reemployed in preference to new applicants, without further qualifying examination, as a regular employee in an equal, higher or lower classification in which they hold seniority. Individuals on the 39-month recall list due to layoff for lack of work or lack of funds shall be considered to have an employment relationship with the District and shall be eligible to apply for available posted positions.
2. If an employee is laid off as a result of a general cutback or reduction in force, she/he has the right to be recalled to any vacant position for which she/he is qualified. Qualification standards, such as licenses and job specifications for any position, shall be determined by the District and qualification standards shall be applied with equity. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job requirements and it was not used in bad faith to discriminate against the grievant.

B. Reemployment Offer. An employee shall be offered reemployment in the same sequence as outlined in Section 13.6.B of this article.

C. Recall Procedure – Layoff.

1. The Office of Human Resources shall notify an employee in a layoff status of an offer to return to work using certified mail. Certified letters will be forwarded to the last address provided to the District by the employee. It shall be the responsibility of the employee to keep the District informed of his/her latest mailing address.

The employee shall have up to ten (10) working days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply within ten (10) working days will be considered a refusal.

2. Employee options for accepting or refusing reemployment offers:
 - a. **Same classification and hours.** If the employee is offered title to title (or the equivalent if title no longer exists), reemployment with the same number of hours, he/she has the option to accept the offer or reject it, but after refusing two (2) such offers, the employee shall have relinquished all reemployment rights.
 - b. **Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, she/he will remain on the 39-month list, until the period has exhausted, in the event a position in the previously held classification and/or number of hours becomes available.
 - c. **Relinquishment of reemployment rights.** If the employee has rejected two (2) offers under 2a, or three (3) offers under 2b, or one (1) offer under 2a plus two (2) offers under 2b, the employee shall have relinquished all reemployment rights with the District.
3. If the employee in a layoff status accepts the position being offered, the employee shall have up to ten (10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ten (10) working days. Should the employee fail to report back to work within ten (10) working days, all reemployment rights are relinquished.
4. Should compliance with the ten (10) working days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the Federation.

13.8 Maintenance of Benefits after Layoff.

A. Maintenance of Benefits – Layoff. Employees who have one (1) or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one (1) month for each continuous year of service up to a total of six (6) months. The aforementioned benefits will be continued at the same level as in force prior to the layoff.

B. Maintenance of Benefits – Reduced Assignment. Classified employees who have one (1) or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate in the same program of medical, dental, vision, and life insurance benefits in force for active employees (see Article 20), at the rate of their full-time equivalence (FTE) for eleven (11) months following the month in which the reduction occurs.

C. Maintenance of Benefits – Employee Option. Employees who are eligible for, and participating in, the District-sponsored insurance program at the time they are laid off, or at the time District paid benefits cease in accordance with Section 13.8.A and Section 13.8.B, above, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

D. Recall – Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation). Employees recalled within thirty-nine (39) months shall have insurance benefits, as provided by the District, effective the first day of the month following the first day of reemployment. All other rights shall be restored.

13.9. Exhaustion of Leave and Reemployment Rights.

A. When an employee has been placed on the 39-month list due to exhaustion of leave, (see Article 17), the employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants, except for those laid off for lack of work or lack of funds. In these instances, the thirty-nine (39) month employee shall be ranked among any who have been laid off for lack of work or lack of funds, according to seniority hours.

B. An employee who has been placed on a reemployment list due to exhaustion of leave allowance, who has been medically released for return to duty and who fails to accept an offered assignment in the same classification with the same number of hours shall be severed from the District.

13.10 Special Circumstances.

Should circumstances not otherwise covered be identified during the displacement or reemployment processes; for example, if an employee's previous classification has been eliminated, reclassified, or subdivided, it shall be the responsibility of the Vice Chancellor of Human Resources or designee to place the individual within a classification and a salary level most nearly like the position previously held by the employee.

ARTICLE 14. HOURS AND OVERTIME.

14.1 Regular Work Schedules and Workday. The work schedule shall be forty (40) hours per week. The workday shall be eight (8) hours, except as otherwise stipulated in this article. These provisions do not restrict the extension of a regular workday or work schedule on an overtime basis when such is necessary to carry on the business of the District, subject to the provisions of this article.

14.2 Other Work Schedules. The District may establish a workday other than eight (8) hours per day (e.g., 9/80, 4/10, 4/9 and 1/4, including a flexible schedule).

A. Holidays will be paid for the same number of hours as the employee's scheduled workday and under the provisions of Article 16.

B. A compensatory day will be granted for a holiday that would have normally fallen on a scheduled workday but falls on a day off under a 4-10 or modified work schedule. In such cases, the overtime rate will be paid for all work in excess of the scheduled ten (10) hour workday or forty (40) hour work week. (See Appendix B for Flex guidelines).

14.3 Work Week. A regular work schedule shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) hours or more during a work week. A regular work schedule of five (5) consecutive days may begin on any day of the week and at any hour of the day.

14.4 Changes to Employee Schedules

A. Changes involving Saturday and/or Sunday

1. No unit member shall be required to change his or her workweek to include Saturday or Sunday without his/her written consent when that work is a result of the District adding Saturday and Sunday classes. If there are changes in the State law, the language in this Section will be modified to reflect current law.
2. No unit member shall be assigned Saturday or Sunday work if the employee objects in writing that the assignment would conflict with his/her religious beliefs or practices.
3. Enactment of parts A.1 and A.2 of this section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays.

B. Permanent changes to an employee's regular work schedule shall not be made in an arbitrary or capricious manner. Regular classified employees shall have assignment preference over short-term employees in the regularly scheduled departmental shifts. If two (2) or more regular classified employees request the same shift, the assignment shall be offered in the order of seniority. However, unresolved, previously discussed performance issues can be a determining factor in the decision and may take precedence over seniority. If the manager offers the assignment to a less senior employee, the manager will explain the decision to the employee with seniority. If the classified employee requests the decision in writing, the manager will provide a written explanation of the assignment decision within five (5) working days of the request.

C. Should changes to an employee's regular work schedule need to be made, consultation between the supervisor and the employee shall take place as soon as the need for change is determined and no less than ten (10) working days prior to the implementation of the change.

D. When the employee presents reasonable justification that the change will create a verifiable hardship, other qualified employees in the same department, should they exist, shall be offered the new schedule on the basis of seniority. If no volunteers come forward, the least senior classified employee of the same department and classification, who is qualified, shall be given the changed schedule.

E. The employee who actually has a schedule change will receive at least ten (10) working days notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. If the District fails to provide proper notice to the employee or violates Article 14.3, the employee shall either be paid at one and one half (1.5) times his/her daily rate from the date the employee should have been notified to the date the change is implemented, or the District may delay the implementation of change to accommodate the ten (10) day notice provision.

14.5 Fluctuating Daily Schedule.

A. Employees may have a fluctuating schedule due to the demands of the job. The supervisor will explain to the employee the need for the change in hours. The employee will receive at least forty-eight (48) calendar hours notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. The days of the work week may be changed with seven (7) calendar days notice to the employee. A fluctuating schedule shall not be implemented to avoid the payment of overtime.

B. An employee on a fluctuating schedule whose regular schedule has been adjusted shall have a rest period of at least ten (10) hours between the end of the assignment on one day and the time scheduled to report to work on the next day.

An employee receiving less than a ten (10) hour rest period will receive, in addition to any other compensation, the regular overtime rate for all time worked prior to the completion of the tenth (10th) hour from the end of the previous day's assignment. For example, if an employee finishes the day's work at 11:00 p.m. and is required to begin work again at 7:00 a.m., the employee has received only an eight (8) hour period of rest. Two (2) hours of overtime would be paid the employee for the hours of 7:00 a.m. to 9:00 a.m., as outlined in Section 14.8 as to rate of pay.

Provision 14.5(B) shall not apply if the employee initiates a request for a short turnaround and the supervisor agrees.

C. An employee on a management-initiated fluctuating schedule shall receive a differential in accordance with Section 14.7(A) (Fluctuating Schedule). If the employee on a fluctuating schedule is eligible for other differential compensation, the employee will receive up to a maximum of ten percent (10%) total differential rate for the entire work assignment.

D. This Section shall be applied only to those classes whose duties require fluctuations in daily working hours.

E. Interpreters for the deaf shall be excluded from provisions of this Section.

14.6 Definition of Shifts. The workday is eight (8) hours (except as otherwise provided) and may begin at any hour of the day.

A. Day Shift. When over sixty percent (60%) of the time worked in a position falls between 8 a.m. and 5 p.m., the position shall be designated as a day shift position.

B. Swing Shift. When forty percent (40%) or more of the time worked in a position falls between 5 p.m. and midnight, the position shall be designated as a swing shift position.

C. Graveyard Shift. When forty percent (40%) or more of the time worked in a position falls between midnight and 8 a.m., the position shall be designated as a graveyard shift position.

D. Split Shift. When forty percent (40%) or more of the working days are broken by an interval of two (2) or more hours (without pay), the position shall be designated as a split shift position.

E. Weekend Shift – Full. When forty percent (40%) or more of the time worked in a position falls between 12:01 a.m. Saturday and 12:00 a.m. Sunday, the position will be described as a full weekend shift.

F. Weekend Shift – Partial. When twenty percent (20%) or more of the time worked in a position falls between 12:01 a.m. Saturday and 12:00 a.m. Sunday, the position will be described as a partial weekend shift.

G. Fluctuating Shift – When the regular schedule of the employee consists of differing hours or days from one day to the next or one week to the next.

14.7 Shift Differential.

A. Shift differentials are as follows:

Shift	Add to Base Salary
Day	0%
Swing (40% after 5 p.m.)	5.0%
Graveyard (40% after midnight)	7.5%
Split (minimum 2-hr break)	2.5%
Weekend Shift – Partial	2.5%
Weekend Shift – Full	5.0%
Fluctuating Schedule	3.0%

B. An employee whose regular assignment is on the swing, graveyard, weekend, or split shift, and who is temporarily assigned to another shift not entitled to differential compensation, will not lose the differential payment for the regular assignment unless the temporary assignment is twenty-two (22) consecutive working days or longer. If a temporary schedule change results in a shift assignment that carries a differential, or a higher differential, for five (5) consecutive working days or longer, the employee shall receive the higher differential for the total period.

C. An employee whose regular assignment is a combination of more than one of the shift differentials defined above or split shift, and who is temporarily assigned to another shift entitled to differential compensation, will receive up to a maximum of ten percent (10%) differential rate for the entire work assignment. Those employees who are hired prior to July 1, 1999 shall not be affected by 14.7(C).

14.8 Lunch Periods.

A. Bargaining unit employees are guaranteed an uninterrupted, duty free lunch period. Lunch periods are sixty (60) minutes in length, except for flex schedules, but may, with the consent of the employee and the immediate supervisor, be thirty (30) minutes in length. No employee shall be required to work for a period of more than five (5) consecutive hours without a lunch period, except that when a work period of not more than six (6) hours will complete the day's work, the lunch break may be waived by mutual consent of the supervisor and the employee.

B. If an employee's lunch period is interrupted by the immediate supervisor or a person in higher authority, the employee is entitled to extend the lunch period that day by thirty (30) minutes in addition to the time spent carrying out the duties required.

14.9 Overtime. The District agrees to compensate employees at the rate of one and one-half (1½) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight (8) hours work in one day or forty (40) hours in one week. The District agrees to compensate employees at the rate of two (2) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of twelve (12) hours in one day. (Exception: any approved Plan such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, primarily in emergencies. In such cases, the employee may submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid.

In lieu of overtime pay, the employee may choose to receive compensatory time for the approved overtime hours worked, (one and one-half (1½) hours of time for every hour of work or two (2) hours of time for every hour of work in excess of twelve (12) hours in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard with copies maintained by campus Personnel (if applicable) and District Payroll.

14.10 Assignment of Overtime. An employee may refuse overtime work, except in case of emergency as defined in Article 3.2 of this contract. The District shall make every attempt to distribute the overtime work evenly among the qualified, regular classified employees who agree to work overtime. If a scheduling problem exists, seniority on a rotating basis shall prevail. Remaining overtime assignments may be offered to short-term employees.

14.11 Average Workday of Four (4) Hours or More. Employees having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of their work week at a rate equal to one and one-half (1½) times their regular rate of pay (including shift differential).

14.12 Average Workday of less than Four (4) Hours. Employees having an average workday of fewer than four (4) hours during the work week shall be compensated for any work required to be

performed on the seventh (7th) consecutive day following the commencement of the work week at a rate equal to one and one-half (1½) times their regular rate of pay (including shift differential).

14.13 Overtime in Multiple Assignments. When an employee works in two (2) or more different classifications during the work week and is entitled to overtime pay, compensation will be computed at the rate appropriate to the classification of work performed. The appropriate rate shall be determined by the supervisor who assigns the overtime and shall be consistent with the number of hours worked in each classification. In no case shall the compensation be less than the overtime rate for the classification in which the overtime work was performed.

14.14 Compensatory Time.

Such compensatory time off shall be at the rate of one and one-half (1½) hours for every hour of overtime worked or two (2) hours for every hour of overtime worked over twelve (12) hours in a day and will be taken within twelve (12) months following the end of the month in which the overtime was worked (per Ed Code 88028). Accrued compensatory time is subject to the four hundred and eighty (480)-hour limit: overtime worked at one and one half (1.5) per hour is limited to three hundred and twenty (320) hours of actual overtime worked; overtime worked at double-time is limited to two hundred and forty (240) hours of actual overtime (as outlined in 29 CFR 553.22 “FLSA Compensatory Time”). Employees who are asked by their supervisor to work overtime and who are at their compensatory time limit shall be paid overtime at the applicable rate.

Compensatory time must be taken within the twelve (12) month period in which it was accrued. During that twelve (12) month period, compensatory time shall be scheduled with the supervisor to meet the needs of the department. If the twelve (12) month period has lapsed and the scheduling has not been mutually agreed upon, the supervisor may assign the time with ten (10) working days notice. If the twelve (12) month period has expired and any time remains at the end of the fiscal year, the remaining time will be paid in a lump sum at the current overtime rate as prescribed under the provisions of Section 14.9.

14.15 Rest Periods. The authorized, uninterrupted, duty free rest period shall be based on the total hours worked daily at the rate of fifteen (15) minutes per four (4) hours. Employee rest periods will be scheduled approximately in the middle of each work period. (In the case of the 4/10 plan, three (3) fifteen (15) minute rest periods shall be authorized.) Employees who work less than three and one-half (3½) hours per day are not authorized for the rest period. Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day.

14.16 Reporting Time Pay.

A. Emergency Call Back. An employee called back to work after the completion of the regular assignment shall be reimbursed a minimum of three (3) hours pay at the employee’s overtime rate. Any time worked in addition to the first three (3) hours shall be compensated at the regular overtime rate of actual time worked.

B. Emergency Call In. An employee called to work on an emergency basis on a day other than when the employee is regularly scheduled to report is guaranteed a minimum of three (3) hours pay at the overtime rate. In addition, the employee is guaranteed at the overtime rate two (2) additional

hours of pay beyond any actual time worked after the first sixty (60) minutes. (*1st example:* an employee is called in, works thirty (30) minutes, receives three (3) hours pay. *2nd example:* an employee is called in, works one (1) hour and thirty (30) minutes, receives three (3) hours and thirty (30) minutes pay. *3rd example:* an employee is called in, works three (3) hours, receives five (5) hours pay.)

C. Standby Duty. There will be no standby duty for any bargaining unit employee.

D. Inconvenience Pay. An employee will become eligible for inconvenience pay when an employee has not been scheduled to work and is contacted, at the insistence of a supervisor, during off-duty hours to help resolve a problem without the need to come in. Inconvenience pay shall be paid at the overtime rate of pay. An employee shall be guaranteed a minimum of one hour of pay at the overtime rate or compensatory time of one and one half (1.5) hours per hour worked.

14.17 Adjustment of Assigned Time. The workday and work week for part-time employees shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time employees. An employee who works an average of thirty (30) minutes or more per day, in excess of the regular assignment, for a period of more than twenty (20) consecutive work days, shall have the benefits adjusted upward and recalculated to reflect the longer hours effective on the twenty-first (21st) day. The increased benefits will continue as long as the employee is assigned to the increased schedule. In addition, the employee may request, and the District will examine, whether or not the percentage of assigned time should also be adjusted upward.

Supervisors may not circumvent giving increased benefits for such work by creating a pattern of asking an employee to work slightly fewer than twenty (20) days and then regularly rotating with other employees to avoid the necessity of increased benefits.

14.18 Work Calendars of less than Twelve (12) Months.

A. All unit members on less than twelve month work calendars, whose schedules need to be changed by the District for the following year, will be notified of the intent of the District to change their duty calendar at least thirty (30) days prior to the end of the spring semester preceding the change.

1. The District may modify an individual calendar, as established in Section 14.17(A), by written notification to the employee. The notification will include the reason for the change. The District will provide the Federation with a copy of the Notice of Change at the same time as the employee is notified.
2. At the employee's request, he or she may schedule a conference with his or her supervisor regarding the proposed changes within seven (7) days of notification of the intent of the District to change the schedule.

B. Individual employee variations from established work calendar may be arranged by mutual agreement between the employee and the employee's immediate supervisor according to established, written District procedures.

ARTICLE 15. VACATION.

15.1 Definitions

A. Carryover Vacation: Accrued vacation not used within the fiscal year up to the balance allowed for years of service (as shown in 15.2)

B. Excess Vacation: Accumulated vacation hours above the allowable carry over balance (as shown in 15.2).

15.2. Vacation Accrual. Regular employees will earn vacation according to the following schedule. Employees working less than full-time will have their vacation earnings prorated at a percentage equal to the percentage of their contractual assigned hours of work.

Carryover Balance, effective July 1, 2011

Years of Service	Earned Vacation	Carryover Balance Allowed on July 1
1-3 years of service	8 hrs/month of service (1 day/month – 12 days/yr)	144 hrs
4-5 years of service	9.33 hrs/month of service (1.16 days/month – 14 days/yr)	168 hrs
6-9 years of service	10.66 hrs/month of service (1.33 days/month – 16 days/yr)	192 hrs
10-13 years of service	12 hrs/month of service (1.50 days/month – 18 days/yr)	216 hrs
14+ years of service	13.33 hrs/month of service (1.66 days/month – 20 days/yr)	240 hrs

15.3 Vacation Scheduling.

A. Efforts will be made to enable vacation to be taken at times requested by and convenient to the employee consistent with the needs of the District. An attempt will be made to approve and assign vacation periods in a manner that is fair to all employees. If a scheduling problem exists, seniority on a rotating basis shall prevail. For purposes of this section, “seniority” means length of service based on the initial date of assignment in the department. Employee vacation requests shall be in writing and approved or denied by the supervisor within five (5) working days. Approval or denial of the request will be in writing. A vacation calendaring form may be provided by the immediate supervisor for such use.

B. Absence reports will be submitted by the employee to the immediate supervisor for approval within three (3) working days of returning from the approved vacation leave.

15.4 Use of Excess Vacation

A. When an employee, to meet the convenience of the District, is not permitted to take vacation within the fiscal year, the amount not taken in excess of the allowable balance as provided in Section 15.2 shall be accumulated to carry over for use in the following fiscal year only or, at the request of the employee, a lump sum payment shall be made for the excess accumulated vacation. A request for vacation time credit or lump sum payment shall be forwarded by the employee to the appropriate supervisor. If an employee does not request a lump sum payment, the supervisor will meet with the employee to create a plan for use of the excess days.

B. By October 31 of each year, the employee and immediate supervisor will meet to establish a vacation calendar for the academic year for the use of hours in excess of the allowable carryover balance. The employee and supervisor must adhere to the established plan in such circumstances. Subsequent to the meeting between the manager and the employee, if by October 31 there is no agreement on the use of excess days, the manager will assign all the excess hours with ten (10) working days notice.

15.5 Vacation Compensation.

A. Eligibility to receive scheduled vacation or vacation pay will commence on the first (1st) day of the month following completion of six (6) months or one hundred and thirty (130) days of paid service in a regular assignment. No payment shall be made for accumulated vacation to an employee who terminates prior to attaining eligibility to receive vacation. Vacation will be paid at the employee's current rate of pay.

B. Employees who work less than a twelve (12) month assignment will normally be assigned vacation time during the recess periods. Unearned vacation may be advanced for vacation assigned during recess periods when requested on the absence report. Excess vacation time may be scheduled during the regular work year in accordance with Section 15.2 of this Agreement. When convenient for both the employee and the District, an employee may request an unpaid leave of absence during recess periods.

C. Vacation may be granted that has not been earned, except as provided in Section 15.5.A. In such cases, a written request must be initiated by the employee and approved by the immediate supervisor, appropriate College administration, and the Vice Chancellor of Human Resources or designee. Unearned vacation that has been granted shall be deducted from the employee's final salary warrant if the employee terminates prior to earning such vacation.

D. Employees who terminate generally will be required to use accrued vacation prior to the termination date. Any unused accrued vacation will be paid in a lump sum.

E. An employee who commences an approved vacation and subsequently becomes ill or bereaved before the vacation has been completed, may request that the appropriate amount of time be charged against sick leave and/or bereavement leave rather than vacation.

ARTICLE 16. HOLIDAYS.

16.1 Definitions.

A. Holiday. An eight (8) hour paid leave (prorated for those working less than full-time) granted on the basis of the District approved annual *Holiday Schedule* (see 16.5).

B. In Lieu of Holiday. A replacement day of paid leave based on eight (8) hours leave (prorated for those working less than full-time) for a holiday on which the employee was not scheduled to work.

16.2 Holiday Eligibility.

A. Compensation. When a regular employee is in a paid status either immediately preceding or immediately following a holiday on which they would have been normally scheduled to work, the employee will be paid for the holiday. While on a paid leave of absence (vacation, illness, or other), an employee shall be paid for any holiday that occurs during the leave, and such day shall not be charged to vacation or leave time.

B. In lieu of Holiday Compensation. Regular employees scheduled to work five (5) days per week, other than Monday through Friday, will be granted an *in lieu of* day off for any holiday that falls on the employee's normal day off. Regular employees scheduled to work less than five (5) days a week will be granted *in lieu of* holiday time prorated according to the employee's contract percent of full-time employment. *In lieu of* days must be used within thirty (30) days of when the holiday falls and cannot be banked. Within five (5) days of the scheduled holiday, the employee and supervisor will determine the *in lieu of* date to be taken.

C. Holidays for Flexible Work Schedules - Full-time Employees. When a holiday (8 hours) falls during an employee's flexible schedule, the following options may be used:

1. **4/10 Work Week:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday, by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee's day off will be calculated at ten (10) hours. Because the holiday is valued at eight (8) hours, the employee will owe two (2) hours (per holiday) of time, which will be taken from vacation leave.
2. **9/80 Work Schedule:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee's day off will be calculated at nine (9) hours. Because the holiday is valued at eight (8) hours, the employee will owe one (1) hour per holiday of time, which will be taken from vacation leave, unless the eight (8) hours is otherwise made up during the scheduled two (2) week period.

16.3 Holiday Compensation. When an employee is required to work on a District-approved holiday, he/she will be paid straight time for the holiday and one and one-half (1-1/2) times the regular rate of pay (including shift differential) for hours worked, which equals double-time and one-half.

16.4 Holiday Scheduling. The Federation shall have one (1) representative who serves on the District Calendar Committee, which recommends the calendar for the academic year.

16.5 Holiday Schedule.

Independence Day	New Year's Day
Martin Luther King Day	Lincoln's Birthday
Labor Day	Washington's Birthday
Veterans' Day	Spring Holiday
Thanksgiving Holiday (2 days)	Memorial Day
Winter Holiday (9 days)	Floating Holiday

ARTICLE 17. LEAVES OF ABSENCE.

17.1 General Provision.

The District will grant paid and unpaid leaves of absence to employees for the purposes outlined and subject to the conditions set forth in this article.

A. Employees shall make a written request for paid or unpaid leave, prior to the use of such leave, in accordance with procedural rules established by the District. Unless a shorter time frame is required under applicable law or District policy, the manager will provide a written response of whether or not the leave will be granted within ten (10) working days of the receipt of the request except for sick leave under Section 17.2, and unless expressly excused by law. If the requested leave is denied, the supervisor will include in the written response the reason for such denial.

B. Upon approval, in accordance with law and procedural rules established by the District, an employee may be granted an unpaid leave of absence. For good and sufficient reason, the District administration may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits.

C. An employee who is absent without prior approval, because of illness, shall notify the office of the immediate supervisor prior to the start of the employee's workday. Failure to provide notice in a timely manner, except in the case of an emergency, may result in ineligibility for paid leave and may be considered an unauthorized leave.

D. Upon return to work following an absence, the employee will complete a classified absence report and submit it to the immediate supervisor within three (3) working days. Should the employee be absent more than one (1) week, an absence report will be filed weekly by the immediate supervisor during the period of absence.

E. Any absence during which the employee remains in a paid status will not be considered as a break in service.

F. Any personal leave granted without pay for ninety (90) calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. For leaves of ninety (90) calendar days or less, the employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Employees on an unpaid leave of absence which exceeds ninety (90) calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than ninety 90 calendar days will not receive credit for salary advancement commencing on the ninety-first (91st) day of their absence. If an employee wishes to continue the employee and dependent benefit coverage while on a leave that continues beyond ninety (90) days, the employee may do so by paying one hundred percent (100%) of the insurance premium as the ninety-first (91st) day of the leave.

17.2 Sick Leave.

A. **Sick Leave - Earned.** “**Earned**” sick leave is the number of hours the employee shall be entitled to earn each month at their full rate of pay for illness or injury. Therefore, employees scheduled to work forty (40) hours per week, twelve (12) months per fiscal year shall be entitled to earn eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year.

1. **Minimum Hours Requirement.** Sick leave shall be taken in increments of no less than thirty (30) minutes.
2. **Probationary Sick Leave.** Probationary employees who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more than forty-eight (48) hours of sick leave during the first six (6) months of their employment.
3. **Sick Leave for less than full-time Employment.** Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of ninety-six (96) hours of “**earned**” sick leave **and eight hundred (800) hours of “extended”** sick leave per fiscal year as the employee’s number of scheduled work hours relates to a full time work schedule.
4. **Family Leave.** Regular employees may use fifty percent (50%) of annual earned sick leave to take care of an ill family member(s).

B. **Sick Leave - Accumulated.** “**Accumulated**” sick leave is the unused sick leave which was “**earned**” but not used from the previous year(s). This “**accumulated**” sick leave carries over to the new fiscal year at the employee’s full rate of pay for illness or injury. There is no maximum to the number of “**accumulated**” sick leave hours at full pay which an employee may accrue.

C. **Sick Leave - Extended.** “**Extended**” sick leave is the number of hours the employee shall be entitled to each fiscal year which extends beyond their “**earned**” and “**accumulated**” sick leave. This “**extended**” sick leave is paid at fifty percent (50%) of the employee’s full rate of pay. The combination of “**earned**”, “**accumulated**” and “**extended**” sick leave shall not exceed eight hundred

(800) hours per fiscal year. If the employee has more than a total of eight hundred (800) hours of “**earned**” and “**accumulated**” sick leave, then they are not entitled to any “**extended**” sick leave for that fiscal year.

Illustration:

800 HOURS		
“Earned” Sick Leave (Current Year)	“Accumulated” Sick Leave (Prior Years)	“Extended” Sick Leave
96 hours	Unlimited hours	Difference between 800 hours and the combination of Earned + Accumulated Sick Leave

Example #1: Employee with less than eight hundred (800) hours of “**earned**” and “**accumulated**” sick leave in a fiscal year.

Earned S. L.	Accumulated S. L.	Subtotal	Extended S. L.	Total
96 hours	+ 160 hours	= 256 hours	+ 544 hours	= 800 hours

Example #2: Employee with more than eight hundred (800) hours of “**earned**” and “**accumulated**” sick leave in a fiscal year.

Earned S. L.	Accumulated S. L.	Subtotal	Extended S. L.	Total
96 hours	+ 904 hours	= 1000 hours	+ N/A	= 1000 hours

D. Short-Term Disability. Employees in active status who have completed 12 months (or six (6) months for pregnancy or a pregnancy related medical condition) of continuous, paid service as a classified staff member and who become totally disabled due to illness (including pregnancy or pregnancy related medical conditions) or injury may be eligible to receive short-term disability benefits. (See Article 20, Section 20.2(E)(1) for eligibility information.) An employee who is determined by a physician to be totally disabled for a period which exceeds fourteen (14) calendar days may receive short-term disability benefits. The benefit is paid only when an employee is entitled to extended sick leave and while an employee is in the one hundred (100) working day elimination period for Long Term Disability benefits. If approved, the employee receives fifty percent (50%) of their salary in the form of extended sick leave plus fifty percent (50%) of their salary in the form of short-term disability benefits totaling one hundred percent (100%) of their salary. The benefit is paid through District payroll. All claims are subject to review and the guidelines of the plan. This language is for reference only and any conflicting language is subject to and superseded by Article 20.2(E)(1).

E. Long-Term Disability. Employees who have been employed continuously for 12 months as a classified staff member, who become totally and continuously disabled for a period of more than

one hundred (100) working days, who have exhausted all earned, accrued, and extended sick leave and vacation, and who submit a completed application prior to the exhaustion of all eligible leaves may be eligible to receive long-term disability benefits if approved by the District's third party claims administrator. (See Article 20, Section 20.2(E)(2) for eligibility information.) This coverage provides up to sixty percent (60%) of the salary the employee earned before becoming disabled subject to plan maximums. Long-term disability claims are subject to approval by the insurance company that provides the benefit. This language is for reference only and any conflicting language is subject to and superseded by Article 20.2(E)(2).

F. Medical Release. An employee may be required to furnish a medical release in those circumstances where the District determines that a need exists for such a release.

G. Quarantine. An employee shall continue to receive remuneration from the District at the regular rate of pay for a period during which the employee is quarantined by city or county health officers because of another person's illness.

H. Long-Term Disability Medical Continuation Plan. Any employee who is eligible and receives long-term disability will receive the District's medical insurance plan for themselves while on disability under the following condition: When all paid leave is exhausted and the employee is placed on a thirty-nine (39) month reemployment list, the District will continue the employee's medical insurance at District expense at the rate of three (3) months for each year of service, to a maximum of thirty-nine (39) months. The employee may continue their dental, vision and life insurance and the medical, dental, vision and life insurance of their dependents by paying the full premium cost of those plans.

17.3 Bereavement Leave.

A. Length of Leave. When the death of any member of the immediate family of the employee occurs, the District agrees to grant necessary leave of absence with pay at the employee's regular rate (including shift differential), not to exceed three (3) days if travel of less than two hundred and fifty (250) miles one way is required, and not more than five (5) days if travel of more than two hundred and fifty (250) miles one way or out-of-state travel is required. At the unit member's option, bereavement leave may be distributed over a period of six (6) calendar months following the death.

B. Definition of Immediate Family. Members of the immediate family shall mean the step or natural child, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse or registered domestic partner, and the spouse, son-in-law, daughter-in-law, or registered domestic partner of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered as relatives for bereavement purposes. Under special circumstances, and with the approval of the Vice Chancellor of Human Resources or designee, other persons may be considered as relatives for purposes of granting bereavement leave.

17.4 Jury Duty.

A. Conditions of Leave. The District agrees to grant to an employee called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty. The District may require verification of jury duty time served.

B. District Notice by Employee. An employee called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.

C. Jury Duty Compensation. The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

17.5 Voting Time Off. Pursuant to Section 14000 of the Elections Code, if an employee's work schedule is such that it does not allow sufficient time to vote in any statewide election in which the employee is entitled to vote, the District shall grant up to two (2) hours of work time without loss of pay. An employee shall be required to request such leave time from his/her immediate supervisor at least two (2) working days prior to the election.

17.6 Military Leave.

A. The District will comply with all applicable state and federal laws regarding military leave. Employees shall receive all entitlements and be subject to all obligations applicable under state and federal law to requests for military leave.

B. Pursuant to Section 87018 of the Education Code, the District approves the provision of compensation to eligible employees equal to the difference between the amount he/she would have received as an employee (including any eligible increases in pay raises that would otherwise have been granted) during the time the individual was on active military duty, and the amount of his/her military pay and allowances. Employees applying for this leave will be required to submit orders from the appropriate military branch as soon as notified but no less than five (5) working days prior to the absence and will also provide proof of military pay. In the event of last-minute notification, unless otherwise provided in law, the employee member will contact his/her immediate supervisor within a twenty-four (24) hour period and the employee shall provide official documentation upon return from military service. The District further approves continuing all benefits that an eligible employee would have received had he or she not been called to active military duty. These benefits shall be provided to an eligible employee for a period not to exceed (180) calendar days, as part of his or her compensation. For purposes of this sub-section 17.6(B), "eligible employees" shall be those employees who, as members of the California National Guard or a United States Military Reserve organization, are called into active military duty.

17.7 Industrial Accident and Industrial Illness Leave. Pursuant to Section 88192 of the Education Code, employees who have attained permanency shall be entitled to industrial accident and illness leave pursuant to law. Allowable industrial accident and illness leaves for classified employees shall not be for more than sixty (60) working days in any one fiscal year for the same accident. Allowable leaves should not be accumulated from year to year. After sixty (60) days, other eligible leaves may be used. (Education Code Section 88192)

17.8 Pregnancy/Maternity Leave. Pregnancy shall be regarded and handled by the District pursuant to California's Pregnancy Disability Law.

17.9 Adoption Leave. An employee may utilize up to two (2) days within six (6) months of the adoption of the employee's child as Personal Necessity Leave under Section 17.10(E). An employee may also take Family Medical Leave per Article 17.2.

17.10 Personal Necessity. An employee may use as many as seven (7) days of accumulated sick leave in any fiscal year for instances of personal necessity for the following reasons:

A. Death in Immediate Family. The death of a member of the employee's immediate family as defined in Section 17.3(B) of this Agreement. This leave authorization is a supplement to time off authorized under "Bereavement Leave." Such request for additional time shall be documented on a classified absence form.

B. Accident or Emergency Illness. An accident or emergency illness involving the employee's person or property or the person or property of a member of the immediate family and of such nature that the employee's presence is "required" during assigned work hours.

C. Court Appearance. Appearance in any court or before any administrative tribunal as a witness, litigant, or party.

D. Personal Business. Three (3) days maximum, for personal reasons.

E. Birth or Adoption. The birth or adoption of the employee's child.

17.11 Witness Leave. An employee who is subpoenaed as a witness, excluding professional or expert witness, shall be paid by the District for such time as responsibilities as a witness require absence from the employee's assignment. Employees shall receive their regular rate of pay, less the amount of fees received for serving as a witness.

17.12 Family and Medical Leave.

A. Employees who have been continuously employed at least twelve (12) months and working for at least one thousand two hundred fifty (1,250) hours are eligible under federal and state law for paid or unpaid Family and Medical Leave. Leaves may be granted for up to twelve (12) weeks in a twelve (12) month period, measured from the date that the employee's first family and medical leave begins. Leaves must be granted in accordance with time periods applicable to state and federal law.

B. Unpaid leave is permitted for any reason permissible by law, as certified by a healthcare provider. Permissible reasons are as follows:

to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (state and federal law run concurrently for the twelve (12) week period allowed for care of newborn, adopted, or foster child);

- to care for the employee's spouse, son, daughter or parent who has a "serious health condition" including pregnancy; (effective January 2013, additional relationships will be added based on changes in the FMLA. Check with the District Benefits Department in Human Resources for current listing.),
- for a "serious health condition" that affects the working conditions of the employee;
- for qualifying exigencies (urgent matters) for a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or
- to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness under 29 U.S.C. § 2611(15)(B) incurred in the line of duty, on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The length of leave for this last item is up to twenty-six (26) weeks.

Leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of an emergency.

C. The employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section, the employee shall be entitled to the most beneficial provision of state and/or federal law.

17.13 Unauthorized Absence. An unauthorized absence is any absence from the employee's normal duty day without the approval of the immediate supervisor or other supervisor. Any unauthorized absence will be without pay and subject to further disciplinary action as provided under Article 22.

17.14 Abandonment of Position. An unauthorized absence of five (5) or more consecutive days will be unpaid and subject to further disciplinary action as provided under Article 22.

17.15 Abuse/Misuse of Sick Leave. The use of sick leave shall not be for a purpose other than the one set forth in this Agreement. Misrepresentation concerning requests for leave or use of leave, or inappropriately excessive use of leave may be subject to discipline.

17.16 Catastrophic Leave-Sharing Program for Employees.

A. Purpose. The District offers a Catastrophic Leave-Sharing Program to give employees a chance to support their colleagues who are facing a qualified personal crisis, whether their own or that of an immediate family member. The Program allows employees to provide assistance in the form of donated vacation leave. While the Program establishes a mechanism for leave transfers, participation is entirely voluntary.

B. Catastrophic Illness or Injury Defined. Catastrophic illness or injury means an illness or injury that has been diagnosed, by a physician licensed to practice within the scope of his license, as life-threatening and expected to incapacitate the employee for an extended period of time, or that is life-threatening and incapacitates a member of the employee's immediate family in instances, requiring the employee to take time off from work for an extended period of time. In qualified instances relative to care for the family member, this leave would be used when taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all his/her allotted sick leave for such purposes and other paid leave options such as use of accrued vacation time. "Immediate family member" is defined to include only: the employee's spouse or registered domestic partner and children, who are under age twenty-six (26), unmarried, and dependent on the employee for at least fifty-one percent (51%) of his/her support or legal dependents.

C. The Donating Employee must:

- be a classified employee of the District;
- be in a position that accrues vacation leave;
- have accrued sufficient vacation leave to cover the donation (leave may not be donated prior to accrual).
- Must have met the criteria for vacation compensation as stated in Article 15.3(A).

D. The Receiving Employee must:

- be a classified employee of the District;
- be in a position that accrues vacation leave;
- have exhausted all paid leave earned pursuant to the applicable personnel policies or collective bargaining agreement provisions covering vacation, sick leave, and compensatory time off ;
- not be currently receiving benefits from other disability compensation (Short Term disability, Long-Term disability, Workers Compensation).

E. Nature of Donations. Donations must be:

- of accrued vacation leave only;
- anonymous;
- entirely voluntary;
- initial donation is a minimum of eight (8) hours or more of the donor's accrued vacation leave.
- No employee is to deplete his/her accrued vacation for the sake of making a donation to the catastrophic leave bank.

F. Establishing the Bank and Collection Deposits.

- There will be an initial call from the District Human Resources with the assistance of the Federation for donations to establish the bank.
- There will be subsequent regular, periodic calls for donations.
- There will be calls for donations when the bank balance falls below one thousand two hundred (1,200) hours.
- Donations from those eligible to donate will be accepted at any time. Forms are available.

G. Review and Oversight.

- Applications for catastrophic illness leave will be reviewed by a task force comprised of three (3) classified employees appointed by the Federation and the Manager of Benefits and the Vice Chancellor of Human Resources or his/her designee.
- The task force will recommend approval or denial of catastrophic leave to an employee.
- To safeguard privacy, neither the name of the individual requesting the time nor the diagnosis will be shared with the full committee. Rather the Manager of Benefits will receive the applications and physician's verification and will present the relevant facts to the full committee for review and approval/denial.

H. Catastrophic Leave Processes: The Receiving Employee's Application:

- The requesting employee must submit a written request for Catastrophic Leave to the Office of Human Resources for the employee's own medically certified "serious, life threatening health condition" or the medically certified "serious, life threatening health condition" of the employee's immediate family.
- The application must be accompanied by a physician's statement that documents that a serious, life threatening illness/injury exists and estimates the duration of the illness/injury.
- The applicant must not be currently receiving benefits from other disability compensation (Short-Term disability, Long-Term disability, Workers Compensation).

I. Length of Leave.

- The Catastrophic Leave Committee will approve allotments which will be minimally ten (10) working days eighty (80) hours and not to exceed twenty (20) working days (one hundred sixty (160) hours), pending additional review and no less than eight (8) hours at a time. A new request must be submitted to the Catastrophic Leave Committee for hours in excess of twenty (20) working days (one hundred sixty (160) hours). Continuation of catastrophic leaves must have an updated doctors' report.

J. Processing of Leave Donation.

- A completed donation form must be signed by the donor and submitted to the Office of Human Resources.
- Initial donations to the Catastrophic Leave bank must be greater than or equal to eight (8) hours.
- Once leave is donated, it becomes irrevocable and the property of the bank until the Catastrophic Leave Committee authorizes its allocation to an applicant. Donation is completely voluntary. Employees are cautioned to consider their own present and future needs when determining how many hours to donate.
- Time is transferred on an hour for hour basis without regard to the salary of either the donor or the designated recipient.

K. Termination of Catastrophic Leave.

- The recipient receives any type of disability pay (Short-Term disability, Long-Term disability, Workers' Compensation).
- The recipient terminates employment with the District.
- The need no longer exists (based on physician's recommendation).
- The bank runs out of hours.

17.17 Exhaustion of Leave and Reemployment Rights.

A. When all leaves of absences have been exhausted and a regular employee is still not medically able (due to accident or illness) to assume the duties of his or her regular position, the employee shall be separated and placed on a reemployment list for a period of thirty-nine (39) months if not placed in another position. Notification will be provided to the employee prior to the placement on the 39-month list.

B. If at any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his or her regular position, the following steps are required to be taken by the employee:

1. Notify the local college/District Personnel Office of interest in and ability to return to work; and
2. Provide the District with a medical release that verifies the employee's ability to return to employment with or without reasonable accommodation.

C. Once the notification requirements are satisfied, the college/District Personnel Office shall notify the Manager of Recruitment and the District shall attempt to re-employ the employee in the classification of the employee's previous assignment if a vacancy (posted position opening) exists. If not, the District will make efforts to place the employee, in another vacant position for which he/she is qualified, that is equal to or lower if one is available and the employee agrees.

D. If reasonable accommodation is requested, the District shall engage in a good faith interactive process with the employee to determine whether or not the employee can perform the

essential functions of the position, and to explore options for reasonable accommodation. The employee may request to have a representative present during the interactive discussion.

E. The employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants except for those laid off for lack of work or funds. In these instances, the "39-Month" employee shall be ranked behind any who have been laid off for lack of work or lack of funds, according to seniority hours.

F. Upon resumption of the employee's duties, the employee shall be fully restored as a permanent employee (if returning to the exact classification) and the employee's seniority date (after they have gone for ninety (90) calendar days or more) will be adjusted to reflect the break in service.

G. If the employee has accepted a position in a new classification, the employee will serve a probationary period in the new classification. If the employee does not pass probation in the new classification, he/she will resume placement on the 39-month list, and the time served in the position will be deducted from the thirty-nine (39) months.

H. An employee who has been placed on a reemployment list due to exhaustion of authorized leaves of absence, who has been medically released for return to duty and who fails to accept an appropriate offered assignment in the same classification with the same number of hours shall be removed from the 39month list and severed from the District.

ARTICLE 18. PROFESSIONAL GROWTH.

18.1 Purpose. The District will provide classified employees the opportunity to expand their knowledge and increase their skills through professional growth activities.

18.2 Professional Growth Opportunities.

- A. District Course Reimbursement for Professional or Personal Growth
- B. Professional Development for Purposes of Job Enhancement and Academic Growth
- C. Professional Growth Leave
- D. Job Training

18.3 Eligibility. To be eligible to participate in the Professional Growth programs, the classified employee must:

- A. Be employed on the District payroll in a permanent classified position, including permanent part-time.
- B. Complete the initial probationary period of employment.
- C. Meet the specific eligibility requirements as outlined in each offered program.

18.4 Professional Growth Program. The Professional Growth Program shall consist of the following options:

A. District Course Reimbursement for Professional or Personal Growth. The District will provide reimbursement for the unit cost of successfully completed credit courses offered throughout the District. Employees are eligible for reimbursement for one class per semester, up to two credit courses each academic year, that are relevant to their current position, part of a certification or degree program, or a wellness class/program. The employee cannot use the unit cost reimbursement in a manner that provides duplicate payment for the same course through another option in the Professional Development Program.

Employees must turn in the District Course Reimbursement Form along with proof of payment and the final grade to the Professional Development Committee within sixty (60) days of completion of the course.

B. Professional Development for Purposes of Job Enhancement and Academic Growth. The District will provide classified employees opportunities that promote individual growth designed to upgrade the classified service.

1. **Option 1. Tuition, Books and Fees Reimbursement.** The District will grant reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes training to improve his/her job knowledge, ability or skill.
2. **Option 2. Salary Differential.** This option provides salary differentials based upon verification of certificates and/or degrees listed below. Work completed prior to entering the program will not be considered for salary differential. Differentials are cumulative, but are restricted to one in each category.
 - a. Certificate I (18-24 units) - 1.00%
 - b. Certificate II (25+ units) - 1.50%
 - c. AA or AS - 2.50%
 - d. BA or BS - 2.50%
 - e. MA or MS - 2.50%
 - f. Doctoral - 2.50%
 - g. Professional Certificate/Exam (i.e., CPA, CPS) - 1.50%
 - h. Professional Certificate/Exam Option (such as Certified Professional Secretary, Certified Professional Accountant) will be granted by the Committee only if the applicant can demonstrate that the certificate is equivalent to the rigor of the credit course based certificates.
3. **Option 3. Released Time.** This option provides replacement costs for released time necessary for one (1) college level/vocational class per school term. A supervisor's approval is required for all requests requiring release time. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.
4. **Vocational/Technical Education.** The District will grant reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes training to improve his/her job knowledge, ability or skill.

5. **Professional Conferences/Workshops.** An employee may receive reimbursement to attend conferences, symposiums, organizational conventions, workshop programs and similar activities of up to one thousand dollars (\$1,000) per fiscal year. A supervisor's approval is required for all conference requests. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.
6. **Composition of the Professional Development Committee.** The committee membership shall consist of eight (8) members appointed by the Federation, according to the following formula:
 - a. Chair
 - b. Two (2) representatives, Coastline Community College
 - c. Two (2) representatives, Orange Coast College
 - d. Two (2) representatives, Golden West College
 - e. One (1) representative, District Offices

All Federation appointed representatives will serve a three (3) year term, which will be renewed at the discretion of the Federation. The committee shall elect a chairperson each year.

C. Funding. The District will fund the above Professional Development Program for classified employees in the amount of one hundred thousand dollars (\$100,000) per fiscal year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

18.5. Professional Growth Leave.

A. All professional growth leaves will be used to pursue appropriate activities which enable staff members to enhance their expertise, build upon goals and objectives they have undertaken relative to their work, develop new competencies or to pursue revitalization activities/skills in order to address changing or expanding career goals consistent with the goals and objectives of the college and the District.

Such opportunities may be in response to need associated with current job requirements, the evaluation of an individual's development needs, to enhance an individual's opportunities for advancement or to assist an individual to move to a new area of responsibility.

B. Provisions.

1. This professional growth leave will consist of up to one (1) fully paid calendar month for up to four (4) employees in which the employee may pursue the completion of an academic degree or the participation in a professional activity that will enhance the employee's value to his/her department or the District.
2. Classified employees may concurrently apply for professional development funds as previously outlined in this article.

C. Conditions. If there are more than four (4) applicants, the selection will be made in a manner that allows one (1) employee from each college and one (1) employee from the District Office to take advantage of the opportunity in that year. The remaining approved applicants will be placed on a priority list for the following year, so long as the employee has the approval of the College President or the Vice Chancellor of Human Resources, as applicable.

D. Qualifications.

1. Classified employees in good standing, defined as an employee whose most recent evaluation is satisfactory and is not in the written stage or higher of the disciplinary process.
2. Classified employees who have been employed for at least four (4) consecutive years. Classified employees who serve on less than a twelve (12) month contract will be eligible after serving the equivalent months of paid service.
3. Replacement Personnel. Professional growth leave may be granted only if staffing and/or resources can be arranged. The District shall provide funds for the substitute.

E. Application Procedure.

1. Applicants shall complete an Application for Professional Growth Leave and submit it to their immediate supervisor. A detailed statement of the nature of the leave should be appended to the application and submitted per the timeline below. If an application is denied by the immediate supervisor, a reason for denial must be given.
2. Upon receipt of the application from the Campus President, the Vice Chancellor of Human Resources or designee will review the application with the Chancellor's Cabinet.
3. The Vice Chancellor of Human Resources or designee will recommend approved and funded applications for approval to the Board of Trustees.

APPROVAL PROCESS TIMELINE			
Application Submission	Submission to VCHR	Applicant Notification	Leave Period
December 31	January 15	March 31	July - December
June 30	July 15	September 30	January - June

F. Evaluation Approval Criteria. All applicants for professional growth leave will be evaluated by the Chancellor's Cabinet according to the following criteria:

1. The relevancy of the proposed activity to District objectives;
2. Relevance to personal development of the employee in his/her role at the District and his/her professional goals/objectives;

3. The ability of the applicant to achieve the objectives of the leave based on the applicant's experiences and academic background;
4. Other factors relevant to the Chancellor or designee and the Board.

G. Appropriate Professional Growth Leave Activities. Examples of appropriate activities include:

- Research, study, educational internship, applied learning, or completion of an educational requirement in the individual's specialized area
- Vocational activities (partnership with businesses, industrial, or service sectors to remain current or to learn new methods)
- Task force leadership
- Survey activities
- Grant development

H. Appropriate Professional Growth Leave Objectives. Examples of appropriate objectives include:

- Knowledge enhancement and effectiveness within vocation or related field
- Goals of a particular project or endeavor undertaken or being pursued by the college, department and/or division
- Direct benefit to students and/or department/division/college operations
- Promotion of relevant opportunities for the employee to pursue or build upon activities/initiatives which have been undertaken external to the District but have a direct benefit
- Augments the District's ability to respond to community needs

I. Requirements Upon Completion of Professional Growth Leave. Within one (1) month following the completion of the professional growth leave, the employee shall provide the Vice Chancellor of Human Resources or designee with the following:

1. A brief summary of the leave noting adherence or deviation from the original proposal;
2. Documentation of the program, including but not limited to transcripts, certifications, etc., if applicable;
3. An evaluation of the success of the leave as it relates to the stated objectives;
4. A description of the personal benefits resulting from the leave;
5. A commitment to share the knowledge/skill obtained during the leave including any of the following mechanisms:
 - Professional growth newsletter or workshop
 - Department/division/college meeting, project or committee

18.6 Job Training.

A. Job Training Program. The District shall provide a job training program for classified employees to provide the opportunity for employees to learn new skills, to gain a broad job overview, and receive actual job experience in a position of interest. A Job Training Committee shall administer this program, and the membership shall be as follows:

1. Three (3) members appointed by the District, including a representative of the Office of Human Resources.
2. Four (4) members appointed by the Federation, according to the following formula:
 - a. One (1) representative, Coastline Community College
 - b. One (1) representative, Orange Coast College
 - c. One (1) representative, Golden West College
 - d. One (1) representative, District Office.
3. Committee Procedures. Current procedures and guidelines are available on the District website. The committee may formulate revisions to its procedures and guidelines for recommendation to the District and Federation.
4. Funding. The District shall fund the Job Training program at fifteen thousand dollars (\$15,000) per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

B. Retraining in the Event of Job Elimination. Permanent classified employees who are serving in positions identified for elimination due to consolidation of departments may be granted an opportunity to train in a department or division where additional staffing is needed. The District will identify the needed positions and provide a list of potential openings to the Vice Chancellor of Human Resources. The affected employee will be automatically placed on the District's transfer list and must be interviewed by the receiving manager for an assessment of qualifications and training needed for the new position. If the receiving manager is able to place the employee and job training is required, the manager's approval for the training will be forwarded to the Job Training Committee to ensure that employees facing displacement will have priority for funding over applicants whose positions are not being eliminated.

C. Employees who satisfy all application requirements, meet minimum qualifications, have successfully completed the Job Training Program and can supply a certificate of completion or letter of verification from the training manager shall be interviewed (see Article 11.3.C.1.).

D. An employee is not prevented from seeking additional professional development through the Professional Development Program described in section 18.4.B.

ARTICLE 19. SALARIES.

19.1 Pay Rates

A. Regular Rate of Pay. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the salary schedule. The regular rate of pay shall not include any shift differential required to be paid under this Agreement.

B. Salary Reduction. No employee will receive a salary reduction as a result of a change in the bargaining unit designation of the position which the employee holds. The employee will be Y-rated (see Article 11.1.I).

19.2 Longevity Pay (Effective 07/01/17).

A. Regular Employees. Employees will be eligible for pro-rata longevity pay upon the completion of twelve (12) full years of continuous service. Longevity pay will begin with the July 1st pay cycle each year.

B. Method of Longevity Payment. Longevity pay will be provided on a monthly basis throughout the employee's work year. Eligibility is based on years of continuous classified service to the District. Beginning July 1, 2017, employees will be eligible for a non-cumulative longevity payment as follows:

Years of Service	Annual Longevity Payment
13-14 Years of Service	\$1,300.00 per year
15-19 Years of Service	\$2,000.00 per year
20-24 Years of Service	\$2,700.00 per year
25+ Years of Service	\$3,500.00 per year

Longevity Payments will not increase with COLA.

19.3 Review of the Pay Plan.

A. The salary ranges of all classifications and the internal relationships of classifications may be reviewed periodically by the District. The Federation will be consulted in advance of any overall review.

B. A job specification shall be provided to the Federation when a new position is created or a current specification is altered, and to the employee whose position is affected.

19.4 Salary Schedules.

A. Beginning July 1, 2017 and continuing thereafter, Salary Schedules EE, E0, and E1 shall be increased each fiscal year after adoption of the State Budget by the funded "percentage" known to the District as Cost of Living Adjustment (COLA) for California Community Colleges.

B. In addition, beginning on July 1 during each fiscal year of this Agreement, Salary Schedules “EE,” “E0,” and “E1” shall be increased as follows:

2017-2018	1.0%
2018-2019	1.0%

C. Additionally, in each year of this Agreement, if any District employee bargaining group receives an increase in compensation greater than the statutory COLA, CFCE may request an immediate reopener on economic issues to negotiate whether comparable adjustments should be given to the classified bargaining unit or applied to the CFCE salary schedule “E” schedules EE, E0, and E1. [It is agreed that Article 19.4(c) shall not be applicable during the term of this agreement.]

19.5 Itemized Warrants. All regular warrants received by employees will be itemized in accordance with the County Payroll Office procedures.

19.6 Mileage. Employees who are required to use their vehicles for District business shall be reimbursed, in accordance with procedures, at the current mileage rate which is paid to other employees of the District.

19.7 Meals and Lodging. Employees shall receive the same consideration and payment, in accordance with District procedures, for required meals and lodging as are received by other District employees.

19.8 Movement on the Salary Schedule.

Effective July 1, 2017, all movement on salary schedules EE, E0, and E1 will occur on July 1 of each year for all classified employees.

19.9 Appointment in Acting Status/Working Out of Classification Pay.

A. Appointment of individuals in an “acting” status will normally be allowed in an emergency or when a situation exists where the incumbent in the position is unavailable to perform the required functions. Arrangements for acting appointments must be made with the Vice Chancellor of Human Resources. Acting appointments shall not extend beyond three (3) months without review by the Vice Chancellor of Human Resources, and subsequent approval by the Board of Trustees.

B. Per Ed Code 88010, classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five (5) working days within a fifteen (15)-calendar day period, except as otherwise authorized in this Agreement or by law.

Any employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days if his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification and in amounts that will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

C. Project-Specific Assignment. (A project-specific assignment is an assignment specific to one project and shall not be considered an out-of-class assignment.) An upward adjustment in pay may be warranted if the project requires higher level duties not included in the employee's underlying classification and will be granted for the specific period of the temporary project-specific assignment. Out-of-class pay increases for Board approved special or project-specific assignments shall be at a rate of seven and one half percent (7.5%) of the employee's monthly salary. Employees serving in a project-specific assignment shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement.

D. Out of Class Assignment. When a classified employee has assumed the full range of duties in a higher classification, the employee shall be placed on the higher classification salary range at a step assuring an increase of at least seven and one half percent (7.5%) above his/her current base salary.

1. Classified employees who have assumed a full range of duties in a higher classification shall not serve in the out-of-class assignment for more than one year. However, the Vice Chancellor may make exceptions if District and college demands warrant continuation of the assignment. In the event, the employee shall receive up to an additional three percent (3%) for continuing in the assignment, not to exceed the maximum salary in the new classification.
2. Employees serving in out-of-class assignments shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement. For assignments where the employee is serving in a higher classification and the assignment extends beyond one (1) year, prior to requesting the extension, the immediate supervisor will be required to evaluate the employee's performance in the out-of-class assignment. Under no circumstances shall an out-of-class assignment exceed two (2) years. Only employees with satisfactory evaluations in the out-of-class assignment will be allowed to serve in that assignment beyond one (1) year. However, satisfactory performance in an out-of-class assignment does not guarantee that the employee will be selected for the position in the event of a vacancy.
3. If an employee is extended into their second and final year of an out-of-class assignment, the supervisor will be required to provide a second out-of-class assignment form (see Appendix K) to the employee delineating the nature, performance expectations, and expected duration of the continuing assignment. The employee will acknowledge their agreement and understanding by signing this form.
4. Each position may be filled with out-of-class assignments not to exceed two (2) years in duration. At the end of two (2) years, a determination regarding the position must be made.

E. Employees appointed permanently to positions in which they are currently serving in acting status shall be given credit for time served toward satisfying the probationary period, for salary advancement and seniority credit.

ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

20.1 Definition of Eligible Employees.

A. Regular full-time and regular part-time employees will be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage on the first of the month following the date of hire; however, coverage will be effective on the first day of employment if the employment date is the first of the month and it is a scheduled work day for that employee. Dependent coverage will be available in accordance with Section 20.1.B and 20.2.A-B of this article.

B. The District will share equally the premium costs for individuals employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage will be available in accordance with Section 20.2.A-B of this article.

20.2 Premium Costs.

A. Employee Premium. Effective October 1, 2017 employees will contribute (0.8%) of the base annual salary established by the salary schedule in effect on July 1st of the fiscal year, on a ten (10) month basis. The balance will be paid by the District.

Employees will be provided an option to decline coverage and will be exempt from paying any amount toward benefits provided they sign a document stating they have other coverage and understand they may only re-enroll during Open Enrollment or within thirty (30) days of losing other coverage. In that event, the District coverage would become effective the first day of the month following the verified loss of the other coverage.

When two District employees are married to each other, are enrolled in the same medical plan and have children enrolled in the same medical plan, the premium contribution will be waived for the employee who is listed as a dependent; when there are no longer dependent children covered on the plan, the employee who is listed as a dependent spouse will revert to his/her own coverage and ID number and will not lose any rights and privileges as a benefits-eligible employee or retiree.

B. Dependent Premium. The District will contribute a portion of dependent premium. Employees with dependents will pay fifty dollars (\$50) per month through payroll deduction on a ten (10) month basis.

20.3 List of Benefits.

Note: This article does not thoroughly describe the entire benefits package. Classified employees should refer to their insurance booklet for detailed coverage information.

During the duration of this Agreement, the District shall make available a benefits program consisting of the following:

A. Medical Coverage.

1. **A Self-funded Plan (PPO) option (Delta Health Systems PPO) will be available to eligible employees.**

Annual plan deductible for the Self-funded Delta Health Systems PPO shall be two hundred fifty dollars (\$250) per individual and five hundred dollars (\$500) per family in network per year; five hundred dollars (\$500) per individual and seven hundred dollars (\$700) per family out of network per year effective October 1, 2016.

2. **Health Maintenance Organization (HMO).** A Health Maintenance Organization (HMO) option will be available to eligible employees.
3. **Medical Plan Handbook.** A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the District Benefits office.

B. Dental Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be fifty dollars (\$50) per person/per year, up to one hundred dollars (\$100) per family maximum.

C. Optical Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be five dollars (\$5.00) per person

D. Life Insurance.

1. Employee premium paid by District.
2. Voluntary dependent life insurance coverage when available will be paid by the employee.

E. Salary Continuation Due to Disability.

1. **Short-Term Disability.** (This Article supersedes any conflicting language found in Article 17.) Employees in active status who have been continuously employed for 12 months as a classified staff member (or have been continuously employed for 6 months as a classified staff member for pregnancy or a pregnancy related medical condition)

and who are employed at fifty percent (50%) or more of a full-time classified assignment are eligible for short-term disability benefits at District expense with appropriate medical documentation. Employees are eligible for short-term disability provided they have unused extended sick leave available, have exhausted all earned and accrued sick leave, and while the employee is in the 100-working day elimination period for long-term disability benefits.

Employees will be compensated up to a maximum of one hundred percent (100%) of salary which includes 50% pay drawn from the employee's extended sick leave bank and 50% short-term disability under this section, including shift differential and professional growth stipend in effect at time of disability. Short-term disability claims are subject to approval by the District's third party claims administrator. Eligibility for short-term disability benefits are also subject to a mandatory waiting period of fourteen (14) calendar days from the date the employee is placed off of work by a medical provider.

2. **Long-Term Disability.** (This Article supersedes any conflicting language found in Article 17.). Employees who have been employed continuously for 12 months as a classified staff member and who are employed at fifty percent (50%) or more of a full-time assignment and who have exhausted all earned, accrued, and extended sick leave and vacation leave are eligible to apply for long-term disability benefits at District expense provided that a completed application is submitted to and approved by the District's third party claims administrator prior to the exhaustion of all eligible leaves. Long-term disability coverage provides a benefit to qualified disabled employees of up to sixty percent (60%) of pre-disability earnings upon completion of a one hundred (100) working-day waiting period. Certain limitations will apply, such as a maximum benefit period of twenty-four (24) months applying to mental/nervous conditions and that income received from other sources may be deducted from the sixty percent (60%) benefit. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

F. Parking. One (1) parking permit will be supplied free of charge by the District to each employee each semester.

G. Health Promotion. The District will make available to current employees programs in health promotion and preventive health services.

1. A joint District/Federation committee shall be established to make recommendations to the District on such programs.
2. This program is designed to minimize medical risks for the employees. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

H. Employee Assistance Programs.

1. The District will make available to current employees programs to assist in such areas as chemical dependency and mental health.

2. Employees requiring treatment will be referred to agencies that are independent of the District.

20.4 Continuance of Insurance Benefits.

A. Leaves of Absence, Paid and Unpaid. Employees on paid leave are considered to be continuing employees and no interruption to the insurance benefit program shall be imposed upon such employees. Employees on an unpaid leave extending beyond ninety (90) days shall have the District paid insurance benefit program terminated at the beginning of the month following the ninetieth (90th) day of leave, except as otherwise required by law. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s) per District procedure. Termination of employment for any reason shall result in discontinuance of District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

B. Death of the Employee. The District will, for twenty-four (24) months from the date of the employee's death, pay full premium medical, dental, and vision insurance in force for dependents of a bargaining unit member who dies.

C. Retirement with ten (10) or More Years of Service. (See Article 21.1.2)

D. Retirement Benefit Age Seventy (70) or Over. (See Article 21.1.D)

20.5 Federation Recommendations regarding Fringe Benefit Program.

A. The District will, as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

B. The District-wide Employee Benefits Advisory Committee has been established with the primary objective of making recommendations to the District for maximizing benefits while containing costs. The Committee will meet at least quarterly and will report its activities and recommendations twice each year to the Vice Chancellor of Human Resources.

C. The Federation will be asked to provide a representative to the District-wide Employee Benefits Advisory Committee. The Committee will consist of representatives from classified, faculty, management, and confidential employees. The Committee shall include a proportionate number of classified employees to other Committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. The committee will be convened by the Vice Chancellor of Human Resources and will have as ex officio members the District's Insurance Advisor(s) and the Vice Chancellor of Finance and Administrative Services.

D. The Federation and the District agree that the self-insured employee benefits coverage will continue to be evaluated for the purpose of maintaining or reducing the District's out-of-pocket expenses.

20.6 Referral to Employee Assistance Program.

A. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse, and emotional problems as illnesses that are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

B. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this article.

ARTICLE 21. RETIREMENT.

21.1 Continuation of Insurance upon Retirement.

A. Retirement with Fewer than Ten (10) Years of Service. Employees who are fifty (50) years old and retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense.

B. Retirement Benefits.

1. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired on or after January 1, 2018, will be eligible to retire with District paid benefits until age seventy (70) under the following conditions: 1) the employee retires from the District and PERS and is age sixty (60) or older; and 2) the employee has accumulated at least fifteen (15) years of continuous service with the District.
 - a. Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.
 - b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - c. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.
2. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired prior to January 1, 2018 and who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70) under the following conditions.
 - a. Once a retiree reaches age 65, they must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible

for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.

- b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
- c. For employees who retire between January 1, 2018 and June 30, 2019, and who enroll in the United Health Care Medicare Advantage, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District self-funded Delta Health Systems PPO, as permitted in this Agreement, until such time as the spouse or dependent reaches age 65, at which time the spouse or dependent must enroll in the United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits. It is the specific intent of the parties that this language in Article 21.B.2(c) shall sunset and be removed from the Agreement on June 30, 2019.
- d. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.

C. Retiree Contributions toward Benefits.

The District and the retiree will contribute towards costs in the same amount as specified in the Federation bargaining agreement in effect at the time of retirement. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The retiree must submit payment to the District one (1) month in advance.

D. Retirement Benefit Age 70 or Over. Employees who retire under Article 21.1.B.2 on or before December 31, 2017 shall receive an annual credit of up to four thousand dollars (\$4000) to be applied only to the District Delta Health Systems Medicare Supplemental PPO Plan or \$3000 towards the United Health Care Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

Employees who retire under Article 21.1.B on or after January 1, 2018 shall receive an annual credit of up to three thousand dollars (\$3,000) to be applied only to the UHC Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

21.2 Additional Recognition for Meritorious Service. Classified employees who retire with at least fifteen (15) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- A. Certificate for years of meritorious service to be presented by the Board of Trustees.
- B. Lifetime library pass from the College library of their choice.
- C. Lifetime staff pass.
- D. One (1) parking permit annually without charge.
- E. Use of campus fitness facilities during hours of open access for active employees.

21.3 Pre-retirement Reduced Work Load Option.

A. Pre-retirement Reduced Schedule. The District offers a pre-retirement program, which will allow partial employment for full-time employees approaching retirement. The program will give these employees an opportunity to experiment with retirement through a reduced work load.

1. The employees must have been employed by the District as a regular staff member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, as defined by the retirement system of which the employee is a member.
2. The employee shall have reached age fifty-five (55) years by the effective date of the reduced schedule and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.
3. The employee must agree to retire and terminate services with the District at the conclusion of the employee's pre-retirement program, which shall not exceed five (5) years, except by mutual agreement per Section 21.3.A.8 of this article.
4. The employee must make application for participation in this program to the Vice Chancellor of Human Resources. A copy of application must also be sent to the President of the Federation at least sixty (60) calendar days prior to the first day on which the work reduction is to be effective. The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.
5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be consistent with the needs of the department.
6. Except for the reduction in salary corresponding to the reduced workload, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District, in writing, to

deduct from the employee's pay such amounts as are necessary to pay the employee's one-hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.

7. An employee participating in the program is not eligible for professional leave.
8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five (5) year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this article. The agreement can be revoked or amended only with the mutual consent of the parties.

ARTICLE 22. DISCIPLINARY PROCEDURE.

22.1 A permanent classified employee may be subject to discipline for just cause, pursuant to the provisions of this article. It is the intent of the parties that employees and their supervisors shall have informal conversations, prior to the imposition of discipline, regarding the employee's possible need for improvement in the workplace. Performance or behavioral issues should be addressed as quickly as possible through communication and the earnest attempt to achieve mutual understanding.

22.2 Definition of Discipline. Discipline is defined as any action which will result in the involuntary reduction in hours, involuntary reduction in compensation, involuntary reduction in classification/demotion, involuntary reassignment, suspension, or dismissal of a bargaining unit member with permanent status. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

22.3 Purpose of Discipline. The desired outcome of discipline is to correct or remediate unsatisfactory performance or behavior.

22.4 Progressive Discipline. In most cases correction or remediation of unsatisfactory performance or behavior will be best achieved through the application of progressive discipline – a sequence of escalating actions that includes both corrective steps and disciplinary actions.

22.5 Employee Representation. The employee has the right to request Federation representation during disciplinary conferences between the employee and his/her supervisor.

22.6 Steps in Progressive Discipline. In most circumstances, the following sequence of steps shall be followed to provide progression of corrective and disciplinary actions for permanent employees:

A. Corrective Steps.

1. **Informal conference(s)** will be held between the supervisor and the employee to discuss the following: (1) performance standards and behaviors expected on the job; and (2) feedback on any problems regarding job performance or behavior.
2. **Verbal warning** will be given, at a meeting with the employee, if the performance has not improved or the previously discussed behavior has not been corrected. The

supervisor providing the verbal warning should clarify expectations and attempt to foster increased understanding of the established standards of performance, and/or behavior.

3. **Written warning(s)** will be given if the unsatisfactory performance or behavior persists. The written warning(s) will be presented in a meeting with the employee, unless the employee is absent for an extended period of time. The written warning will outline the performance or behavioral issues, clearly state expectations relating to performance and/or behaviors, and indicate that failure to improve may result in future discipline.
4. **Written reprimand(s)** will be given when there is an insufficient level of improvement following previous discussion(s) and warning(s). The reprimand will outline the concerns, expectations, provide direction, and state future disciplinary consequences, should the concerns continue. The written reprimand will be placed in the employee's personnel file. Prior to the reprimand being placed in the file, the employee will have the opportunity to attach a written response to the reprimand within ten (10) days.

B. Disciplinary Actions.

1. Suspension with pay
2. Suspension without pay
3. Involuntary demotion or reduction in hours or pay
4. Dismissal/termination from employment

C. The Federation and the District also recognize that an employee's conduct or behavior may be so severe that it substantially impairs his/her ability to continue to function in public service, warranting the District to bypass progressive discipline prior to proposing disciplinary action (e.g., Ed Code §87010-87011).

D. The District also retains the right to suspend an employee without warning when it is necessary to protect lives or property, and to insure maintenance of order, or to protect the health and welfare of students or other employees.

22.7 Causes for Discipline. Discipline shall be imposed upon permanent employees of the bargaining unit for just cause as outlined in Appendix J.

22.8 General Guidelines for Discipline.

A. When allegations are made against a classified employee, that a reasonable person would conclude could lead to the discovery of inappropriate conduct or actions, the District management shall exercise due diligence in investigating the facts brought to its attention prior to the imposition of discipline.

B. In performance related issues, the employee will have received prior written notification that a condition existed which could result in disciplinary action and have had an opportunity to correct the condition.

C. Prior to any disciplinary action taking place, the employee shall receive notice of the impending disciplinary action (see 22.13) and have the opportunity to respond to the charges, either orally or in writing.

D. No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed the employee should have disclosed the facts to the District (Ed Code §88013[d]).

E. No disciplinary action shall be taken for any cause which arose prior to the employee's obtaining permanent status.

22.9 Necessity of Insurance and Licenses.

A. The uninsurability of an employee to drive a District vehicle or failure to maintain a current license or certification when such is a requirement of the employee's position may result in discipline. Upon notification or confirmation by the District's insurance carrier, or verification through a licensing agency that an employee is uninsurable or has failed to maintain proper licensing or certification, the following steps will be taken:

1. Except in instances of dereliction of duty or negligence, the District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle or professional certification or licensure.
2. If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the lower classification.
3. Any demotion or reassignment to a related but lower classification will result in the employee's pay being adjusted to the salary range of the lower classification.
4. If the procedures in this Section cannot be accomplished, the District may pursue dismissal.

22.10 Suspensions of up to three (3) days without pay will require a meeting, prior to the suspension, with the employee, the supervisor, and the Vice Chancellor of Human Resources/Designee to provide the employee the opportunity to respond to the charges, either verbally or in writing, and express his/her belief as to why the suspension should not be imposed. The employee may request to have a Federation representative present. The employee has the right to waive the meeting and may instead respond in writing. Within ten (10) days of the meeting, or submission of the written response, the Vice-Chancellor/Designee shall issue a decision in writing and may in his/her discretion, accept, reject, or modify the recommended disciplinary action, not to exceed a three (3) day

suspension. The decision of the Vice-Chancellor/designee shall be deemed the Board of Trustees' final decision.

22.11 Suspensions of four (4) or more days without pay, reduction in compensation, demotions, and dismissals, shall require a more formalized hearing procedure and the subsequent opportunity to request an evidentiary hearing before the Board of Trustees.

22.12 Predisciplinary (Skelly) Hearing.

A. Prior to such District action, employees shall receive written notification through certified mail to their home address that is on file with the District Office of Human Resources, of the District's intention to suspend without pay for four (4) or more days, demote, reduce compensation, or dismiss. A second copy of this notice shall be sent to the employee, upon request, should the employee wish to forward the notice to the Federation President or designee. The notification shall include the following:

1. A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based.
2. The specific disciplinary action proposed.
3. The cause(s) or reason(s) for the specific disciplinary action proposed.
4. A copy of the charges and materials upon which the proposed disciplinary action is based.
5. Notice of the employee's right to a predisciplinary (Skelly) hearing, the right to representation and the person to whom he/she must make that request in writing by a specified date.

B. Upon receipt of such a request, the Vice Chancellor of Human Resources or supervisory designee shall schedule a pre-disciplinary (Skelly) hearing to be held not less than five (5) days from the notification to the employee of the intent to discipline, to determine whether to proceed with the discipline.

1. The District official appointee hearing the employee's perspective must be able to render an unbiased opinion and must have the authority to reverse the decision to suspend, demote, reduce compensation or terminate employment, should the evidence presented at the Skelly hearing provide cause for him/her to do so.
2. If agreed upon by the administrator conducting the Skelly hearing and the Federation representative, the supervisor imposing the discipline may also be present to hear the employee's perspective.
3. At the Skelly hearing the employee may present in writing or in person, with or without a representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the employee chooses not to appear or present information, the administrator shall recommend a decision to the Vice

Chancellor of Human Resources, which shall be carried to the Governing Board for final action.

C. The action taken by the Board of Trustees shall be communicated to the employee in writing, including a statement of the action and the charges upon which the action is based. The employee will also be notified in writing of his/her right to request an evidentiary hearing before the Board of Trustees, which must be requested within five (5) working days after service of the notice.

1. A "Request for Hearing" form shall be included with the written notification which, when filed with the Vice Chancellor of Human Resources, shall constitute a demand for hearing and denial of all charges.

22.13 Evidentiary Hearing with the Board of Trustees.

A. If an employee files a "Request for Hearing" form with the Vice Chancellor of Human Resources within five (5) days after service of notice of the Board's action to approve the imposition of discipline, the Board shall set a date for the hearing before the Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Board.

B. The hearing shall be conducted upon due notice, with the burden of proof resting with the District administration. The employee may provide evidence refuting the charges and may be assisted at the hearing by a Federation representative.

C. The Board will ultimately consider the matter in Closed Session, unless the employee requests to have the matter considered in open session. The Board will take action to accept, amend, or reject the recommended disciplinary action.

D. An employee who is demoted, or dismissed, following an evidentiary hearing with the Board of Trustees may appeal the disciplinary action through the Arbitration procedures set forth in Article 6, beginning at Section 6.8A and extending through Section 6.8D of this Agreement. The decision of the arbitrator will be advisory. The District and Federation will share the cost of the arbitrator. The cost of the court reporter, if any, will also be shared equally by the District and the Federation. All other costs incidental to the hearing will be borne by the party incurring them.

ARTICLE 23. CONCERTED ACTIVITIES.

23.1 Concerted Activities. It is agreed and understood that there will be no work stoppage, slowdown or other refusal or failure to fully and faithfully perform job functions and responsibilities by the Federation or its agents, including compliance with the request of other labor organizations to engage in such activity.

23.2 Compliance. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event of a work stoppage, slowdown, or other refusal or failure to fully and faithfully perform job functions and responsibilities by the employees who are represented by the Federation, the Federation agrees in good faith to take all reasonably necessary steps to induce those employees to cease such action.

23.3 Concerted Activities by Other Units. It is further agreed and understood, in the event of a concerted activity by any other employees of the District, that the District, recognizing the importance of the contributions of the bargaining unit to the continued efficient operation of the District, will make every reasonable effort to provide continued work for such employees and will make no significant changes in normal work schedules without notifying the Federation within twenty-four (24) hours of the necessity of such changes.

ARTICLE 24. JOB TRAINING.

24.1 Job Training. The District shall establish a job training program for bargaining unit employees. A committee shall administer this program. Membership shall be as follows:

A. Three (3) members appointed by the District, including a representative of the Office of Human Resources.

B. Four (4) members appointed by the Federation, according to the following formula:

1. One (1) representative, Coastline Community College.
2. One (1) representative, Orange Coast College.
3. One (1) representative, Golden West College.
4. One (1) representative, District Office (including D.I.S.).

Procedures and guidelines shall be formulated by this committee for recommendation to the District and Federation. The District shall fund the program at fifteen thousand dollars (\$15,000) per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

ARTICLE 25. BULLYING AND MOBBING.

25.1 The District agrees that bullying or mobbing shall not be tolerated, and the District shall take all appropriate and reasonable measures to address instances where bullying and mobbing have occurred in the workplace.

25.2 Definitions.

A. Bullying. Bullying is a form of psychological harassment or violence through the use of targeted, malicious intent, which can occur between a manager, a faculty member, and/or a co-worker.

B. Mobbing. Mobbing occurs when a supervisor or co-worker gathers others to willingly, or unwillingly, participate in continuous malevolent actions toward a target.

25.3 The Federation and the District agree to make modifications to this article in conformity with the future adoption of a Board Policy.

ARTICLE 26. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, HARASSMENT, AND ADA.

26.1 Non-Discrimination. The District and the Federation agree, pursuant to law, not to discriminate unlawfully against any classified unit members, such as on the basis of age, race, color, gender, gender identity, gender expression, religion, national origin, sexual orientation, marital status, medical condition, physical and mental disability, military or veteran status, or genetic information, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these perceived characteristics. Further, the District and the Federation agree not to discriminate unlawfully against any classified unit member on the basis of political activities or affiliations, or membership or non-membership in the Federation.

26.2 Equal Employment Opportunity. The District and the Federation agree to comply with federal and state law in order to provide equal opportunities for all qualified employees and applicants for employment. In accordance with applicable federal and state laws, the District and the Federation agree on the principle and concept of an Equal Employment Opportunity program, and further agree to work together towards achieving the goals of this concept.

26.3 Harassment. No classified unit member shall be subject to any form of verbal, physical or visual harassment. In applying this Section, the rights of free speech and association should be accommodated consistently with the intent of this Article. If harassment occurs between employees and the conflict adversely affects the workplace environment, the supervisor shall recommend the Employee Assistance Program (EAP) for conflict resolution. Employees shall retain the right to seek Federation representation.

26.4 Sexual Harassment. The District and the Federation recognize the problem of sexual harassment in the workplace and are committed to ending it. The District shall take all appropriate and reasonable measures to prevent and eliminate sexual harassment. The processes set forth in Board Policies and Procedures and Title 5 shall be followed in filing a complaint alleging unlawful sexual harassment. Employees who are aware of sexual harassment should report such incidents to the Vice Chancellor of Human Resources, as the Responsible District Officer for receiving such complaints, or designee.

26.5 Americans with Disabilities Act. The District and the Federation agree to comply with the Americans with Disabilities Act. The District agrees to make reasonable accommodations, if any, on a case by case basis and in accordance with applicable laws.

26.6 Changes in Law. In addition, the District and Federation agree that subsequent changes in law shall be automatically incorporated into this Agreement.

26.7 Legal Determinations and Grievance Rights. The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercise of grievance rights under this article is subject to Article 6 of the Agreement only through Section 6.6C.

ARTICLE 27. AGREEMENT CONDITIONS AND DURATION.

27.1 Savings Clause. If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in force and effect.

27.2 Replacement of Invalid Provision(s). In the event of invalidation of any article or section of this Agreement, the District and the Federation agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a satisfactory replacement of such article or section.

27.3 Duration.

This Agreement shall become effective upon the execution by both parties, except as otherwise specified and shall continue up to and including June 30, 2019, the date of its expiration.

IN WITNESS WHEREOF the parties execute this Agreement this 15th day of November, 2017.

COAST FEDERATION OF CLASSIFIED
EMPLOYEES/AMERICAN FEDERATION
OF TEACHERS, LOCAL 4794

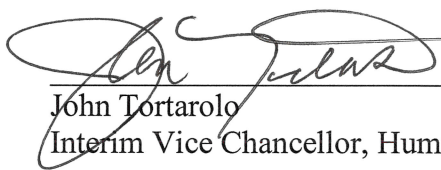
COAST COMMUNITY COLLEGE DISTRICT



Connie Marten, President



David A. Grant, President
Board of Trustees



John Tortarolo
Interim Vice Chancellor, Human Resources

APPENDIX A
EMPLOYEE GRIEVANCE FORM
LEVEL I



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
<p>REPRESENTATION:</p> <p>[] Grievant is representing himself/herself at this step.</p> <p>[] Federation is representing the Grievant at this step. Grievance Officer:</p> <p>[] Federation is filing this grievance on behalf of a group. Grievance Officer:</p>			
<p>IN A CLEAR CONCISE STATEMENT, DESCRIBE THE CIRCUMSTANCES GIVING RISE TO THE GRIEVANCE (YOU MAY ATTACH ONE ADDITIONAL PAGE IF NEEDED):</p>			
<p>SPECIFIC ALLEGED ACTION(S) OR OMISSION(S) BY THE SUPERVISOR AND/OR DISTRICT THAT VIOLATED THE CONTRACT:</p>			
<p>Article: _____ Section: _____</p> <p>Article: _____ Section: _____</p>		<p>Article: _____ Section: _____</p> <p>Article: _____ Section: _____</p>	
<p>LIST DOCUMENTS ATTACHED AND/OR WITNESSES RELEVANT TO THIS GRIEVANCE:</p>			

NOTE: The grievant or Federation representative is responsible for having the grievance delivered to the proper person or office within contractual time limits. All decisions must be in writing on the approved Grievance Form with copies forwarded to the Grievant and the designated Federation representative.

REMEDY SOUGHT BY GRIEVANT:

DATE OF INFORMAL CONFERENCE: _____

DESCRIBE OUTCOME OF INFORMAL CONFERENCE W/IMMEDIATE SUPERVISOR:

SIGNATURE OF GRIEVANT

DATE SIGNED

SIGNATURE OF FEDERATION GRIEVANCE OFFICER

DATE SIGNED

LEVEL I - RESPONSE TO BE COMPLETED BY IMMEDIATE SUPERVISOR

CONCISE RESPONSE BY IMMEDIATE SUPERVISOR (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):

LIST DOCUMENTS ATTACHED TO SUPPORT SUPERVISOR'S RESPONSE/DECISION:

SIGNATURE OF IMMEDIATE SUPERVISOR

DATE SIGNED

DATE FORM RETURNED TO
GRIEVANT

LEVEL I RESPONSE BY GRIEVANT

☐ I CONCLUDE MY GRIEVANCE ☐ I APPEAL THIS ACTION/REQUEST THE NEXT STEP ☐ I REQUEST MEDIATION*

SIGNATURE OF GRIEVANT

DATE SIGNED

* MEDIATION IS A ONE-TIME OPTION FOR RESOLUTION WHICH MAY BE EXERCISED AT ANY STEP IN THE GRIEVANCE PROCESS PER ARTICLE 6 OF THE FEDERATION CONTRACT. A FORMAL REQUEST FORM MUST BE COMPLETED TO BEGIN THIS PROCESS.

APPENDIX A
GRIEVANCE RESPONSE FORM
LEVEL II



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
LEVEL II - RESPONSE BY DISTRICT/CAMPUS GRIEVANCE OFFICER			
DATE RECEIVED	DATE OF MEETING	CAMPUS/DISTRICT GRIEVANCE OFFICER	EXT
CONCISE RESPONSE BY CAMPUS/DISTRICT GRIEVANCE OFFICER (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):			
SIGNATURE OF CAMPUS/DISTRICT GRIEVANCE OFFICER		DATE SIGNED	DATE FORM RETURNED TO GRIEVANT
LEVEL II RESPONSE BY GRIEVANT			
[] I CONCLUDE MY GRIEVANCE [] I APPEAL THIS ACTION/REQUEST THE NEXT STEP [] I REQUEST MEDIATION*			
SIGNATURE OF GRIEVANT		DATE SIGNED	

All decisions must be in writing on the Grievance Form with copies forwarded to the Grievant and the Federation Grievance Officer.

* MEDIATION IS A ONE-TIME OPTION FOR RESOLUTION WHICH MAY BE EXERCISED AT ANY STEP IN THE GRIEVANCE PROCESS PER ARTICLE 6 OF THE FEDERATION CONTRACT. A FORMAL REQUEST FORM MUST BE COMPLETED TO BEGIN THIS PROCESS.

GRIEVANCE RESPONSE FORM

LEVEL III



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
LEVEL III - RESPONSE BY VICE CHANCELLOR OR DESIGNEE			
DATE RECEIVED	DATE OF MEETING	VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE	EXT
CONCISE RESPONSE BY VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):			
SIGNATURE OF VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE		DATE SIGNED	DATE FORM RETURNED TO GRIEVANT
LEVEL III RESPONSE BY GRIEVANT			
<input type="checkbox"/> I CONCLUDE MY GRIEVANCE <input type="checkbox"/> I APPEAL THIS DECISION AND REQUEST MEDIATION <input type="checkbox"/> I APPEAL THIS DECISION AND REQUEST ARBITRATION*			
SIGNATURE OF GRIEVANT		DATE SIGNED	
SIGNATURE OF FEDERATION PRESIDENT		DATE SIGNED	

All decisions must be in writing on the Grievance Form with copies forwarded to the Grievant and the Federation Grievance Officer.

* REQUESTS FOR ARBITRATION CANNOT MOVE FORWARD WITHOUT THE APPROVAL OF THE FEDERATION.

GUIDELINES FOR FLEXIBLE SCHEDULING (Flex-time)

COAST COMMUNITY COLLEGE DISTRICT Costa Mesa, CA

I. GENERAL INFORMATION

A. Flex-time Concept

The Flexible Schedule allows for more flexibility in work hours while retaining the constraints necessary due to law, organization policy, CFCE contract and, above all, the operational requirements of the job. Employees are subject to basic requirements set forth in the policy and operating guidelines and are responsible to organize and manage their time to meet those requirements.

Flex-time is a concept which allows redistribution of employees' work hours within limits set by District policy and the requirements of maintaining necessary levels of service³. It does not change the total number of hours worked, but does allow each individual greater participation in selection of the hours to be worked.

In Flex-time, fixed times of arrival and departure are replaced by two different types of time: core time and flexible time.

1. Core time is the time employees are expected to be on the job and available for committee meetings, etc. unless other arrangements have been made.
2. Flexible time is the time when employees may or may not be present, dependent on meeting specific job requirements and working the required number of hours.

Management defines:

1. The guidelines for time use in accordance with contractual and organizational policy.
2. The policy for establishing operational requirements.
3. The requirements for time management and administration.
4. The conditions under which exceptions are approved.

Flex-time, therefore, is a policy which extends the privilege of time control to each employee provided the employee carries out the responsibility for time organization, time planning and accountability or, Privilege for Performance.

II. DISTRICT-LEVEL GUIDELINES

Standard Work Day

8:00AM-----5:00PM					
7:00AM	8:30	11:30	1:30	4:00	6:00PM
Bandwidth					
Flex Time	Core Time	Flexible lunch break (Min: 30 min.)		Core Time	Flex Time

There may be exceptions to the above for individual employees and specific offices based on department hours and needs, including the year round 4-10 plan.*

Guidelines for the Flex-time program are detailed in the following sections. These guidelines were established to provide the maximum flexibility compatible with the policies of the Coast Community College District.

1. **Bandwidth**
The time during which employees may be on the job. There may be exceptions to times of Bandwidth base on department hours and needs. **7:00 to 6:00 pm**
2. **Standard Service Day**
The time during which normal service and functional operations must be available. There may be exceptions based on department hours and needs. **8:00 to 5:00 pm**
3. **Core Time**
The time when all employees would be on the job, unless prior arrangements are made. **8:30-11:30 am
1:30 – 4:00 pm**
4. **Flexible Time**
Designated time when employees may or may not be present, provided job and total time requirements are met. **7:00 – 8:30 am
11:30-1:30 pm**
5. **Lunch Break**
The time an employee may be off the job during the mid-day flex period **Minimum: ½ hour
Maximum: 2 hours**
6. **Maximum Weekly Hours**
The number of hours that may be worked by classified employees without requiring supervisor approval and overtime pay. **40 hrs./week**

7. Maximum Daily Hours
The number of hours that may be worked by classified employees during any one day without requiring supervisor approval and overtime pay. **8 hrs./day**
8. Scheduling – Employees’ work schedules will be mutually agreed upon to the fullest extent possible. Final determination will be made by the supervisor. Changes in work schedule will be made only when approved in advance by the supervisor.

*Under this plan it is permissible for an employee to request 4-10 year round. A department may use 4-10 year round for one or more individuals with the consent of the employees. Each instance will be determined on its own merit. Recommendation will be made by the supervisor, but final approval will require District concurrence.

III. TIME MANAGEMENT AND ADMINISTRATION GUIDELINES

A Flex-time program involves employees as well as supervisors in the dynamic process of time planning and organization.

It is the responsibility of each participant to organize work time to meet the policy and operational guidelines for time distribution and be accountable for the required work hours.

It is the responsibility of each supervisor to assure that policy and operating guidelines are understood and are being met within the work unit.

IV. OPERATING GUIDELINES

The setting of operating requirements for each work unit involves employees as well as supervisors in decisions about effective time use.

1. Supervisors must identify critical functions and tasks, and associated coverage requirements or schedules for completion.
2. Normal Service Coverage – the designated level for manning functions which must be maintained to assure normal service during the standard service day.
3. Supervisors, in cooperation with employees in their work unit, define operating requirements to assure achievement of the unit’s functional objectives.
4. Employees must assume responsibility for the required coverage; must plan and organize their time to meet the requirements of the guidelines.
5. Prime Responsibility – The assumption of responsibility for coverage by an individual employee as part of the shared total responsibility of the work unit.

COAST COMMUNITY COLLEGE DISTRICT CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION PROCEDURES

Note to Supervisor:

As you evaluate the employee's performance in their present assignment, base your review on the entire evaluation period and the job description for the employee's classification. Mark the most appropriate box. If the employee's performance is "Does Not Meet Standards" a Performance Improvement Plan (PIP) must be completed and attached with submission to Human Resources.

Intent (Article 10.1): The intent of the performance evaluation is to provide constructive feedback and strengthen communication between the employee and the immediate supervisor. By working together, the immediate supervisor and employee will identify work-related goals, recognize and acknowledge good performance, and identify areas in need of improvement. This process is not intended to be punitive or to replace progressive discipline, but rather, will be used as a tool to enhance employee performance and to provide a means of planning and achieving long-term employment goals.

Evaluation Procedure (Article 10.7): As soon as possible, but at least ten (10) working days prior to the evaluation conference, the immediate supervisor shall inform the classified employee of the date of the evaluation conference and offer the opportunity for the classified employee to complete a self-evaluation.

A. Self-Evaluation: **1.** At least five (5) working days prior to the scheduled evaluation conference, the employee may submit the self-evaluation on the Evaluation Report Form. **2.** If the employee elects not to complete the self-evaluation, the employee shall inform the immediate supervisor on or before the deadline date, which is five (5) working days prior to the scheduled conference. **3.** The employee will have the option of attaching their self-evaluation to the manager's evaluation being placed in the employee's official personnel file.

B. Evaluation Report: The immediate supervisor shall prepare their evaluation for presentation and discussion with the employee, taking into account the self-evaluation completed by the employee, if provided.

C. Conference: The immediate supervisor and employee shall meet to discuss the performance criteria, the employee's self-evaluation (if provided), commendations, and possible recommendations for continued training and performance improvement.

D. Completion of the Evaluation: Following the conference, the immediate supervisor shall give the completed evaluation to the employee to sign and date, indicating receipt of the evaluation. The employee shall be given a copy. The employee's signature on the evaluation report shall not be construed to indicate agreement with its contents.

E. Employee Response: The employee may, within thirty (30) working days of receipt of the completed evaluation report, forward a written statement of response to the immediate supervisor who shall forward it through designated channels to the Office of Human Resources. The employee's evaluation response shall be attached to the original evaluation and placed in the employee's official personnel file located in the District Office.

**COAST COMMUNITY COLLEGE DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name:		Evaluation Period:	
Last	First	From	To
Employee ID:		Location:	
Position Title:		Supervisor:	
Evaluation Type 3 month _____ 5 month _____ Annual _____ Interim _____			
Performance Criteria	Meets Standards	Does Not Meet Standards	
Technical/Professional Knowledge Demonstrates appropriate application of knowledge in position-related areas	<input type="checkbox"/>	<input type="checkbox"/>	
Communication Demonstrates effective communication both orally and in writing	<input type="checkbox"/>	<input type="checkbox"/>	
Work Product (Quality and Quantity) Completes an acceptable volume of thorough and accurate work	<input type="checkbox"/>	<input type="checkbox"/>	
Organization of Work and Time Management Demonstrates efficiency in prioritizing; meeting deadlines; use of resources and time to complete work product	<input type="checkbox"/>	<input type="checkbox"/>	
Dependability Demonstrates consistent quality work product; reliability; follows through on assigned tasks	<input type="checkbox"/>	<input type="checkbox"/>	
Attendance Demonstrates regular and consistent attendance	<input type="checkbox"/>	<input type="checkbox"/>	
Punctuality Arrives on time and returns from breaks/lunches within the established work schedule	<input type="checkbox"/>	<input type="checkbox"/>	
Equity and Inclusiveness Respects and promotes an environment of inclusiveness	<input type="checkbox"/>	<input type="checkbox"/>	

Performance Criteria	Meets Standards	Does Not Meet Standards
Professionalism, Collaboration, and Teamwork Develops positive working relationships; objectively considers others' ideas; provides quality customer service; accepts constructive feedback; adaptability	<input type="checkbox"/>	<input type="checkbox"/>
Initiative Sees when something needs to be done and does it; offers suggestions to improve work process and the environment; contributes to the overall goals of the department/division; demonstrates commitment to self-improvement	<input type="checkbox"/>	<input type="checkbox"/>
Narrative Section This section should include but not be limited to: areas of commendation; areas in need of development; contributions to the department and organization.		
Goal Section This section should include but not be limited to: list of specific activities the employee may participate in within the next twelve months as part of their professional development both in their position and as part of the College/District community. Use SMART goals and include how the supervisor will support the employee to meet these goals.		
Review goals from prior evaluation cycles, if applicable:		

Professional Development Section

List professional development activities completed; recommendations for future development; examples of development opportunities include but are not limited to: Job Training (Article 18); conferences, Lynda.com, workshops, staff development, webinars, continuing education, professional certification, and participation on campus/district committees.

OVERALL PERFORMANCE RATING

The overall performance rating should be made with the following considerations:

- Majority rating for all individual criteria
- Severity of underperforming areas
- Overall impact of performance within the department and organization

Meets Standards:

☐

Does Not Meet Standards:

☐

Performance Improvement Plan (PIP)
Required?

Yes

☐

(Please Attach)

No

☐

Self-Evaluation Attached?

Yes

☐

No

☐

Employee Signature:

Supervisor Signature:

Date:

Date:

Your signature indicates neither agreement nor disagreement with the content of the evaluation; however, it does indicate that you have read the evaluation, and that the evaluation has been discussed between you and your supervisor. I understand that I have thirty (30) working days, after signing this evaluation, to submit a written response. I further understand that I have ten (10) working days request a review if I believe that the evaluation contains or is based on false information.

PERFORMANCE IMPROVEMENT PLAN (PIP) CLASSIFIED EMPLOYEES

Employee Name:		Evaluation Period:		
Last	First	From	To	
Employee ID:		Location:		
Position Title:		Supervisor:		
Evaluation Type	3 month_____	5 month_____	Annual_____	Interim_____
<p>The purpose of this form is to create an action plan for improving any areas marked “Does Not Meet Standards” on the Classified Employee Performance Evaluation form.</p> <p>The PIP defines areas in your work performance which need improvement, identifies requirements, and provides an opportunity to demonstrate improvement. <i>Please attach this plan to the evaluation form.</i></p>				
STEP ONE: Areas for Improvement				
STEP TWO: Expectations to Meet Standards (specify how improvement can be made)				
STEP THREE: Assistance/Resources/Trainings (what is available to help employee meet the goals/expectations)				
STEP FOUR: Required Outcomes: (what must be accomplished to demonstrate progress using clear and specific language or examples)				

Required 30 working day conference date: _____

I have discussed this Performance Improvement Plan with the employee.

Supervisor:

Date:

This PIP has been discussed with me by my Immediate Supervisor and I understand that this PIP will be attached to my Performance Evaluation.

Employee:

Date:

Date that the PIP progress meeting was held: _____

☐

Satisfactory Completion of PIP

☐

Unsatisfactory Completion of PIP

(2nd) PIP Progress Date:

☐

60 working days

☐

90 working days

Date that the PIP progress meeting was held:

(not to exceed 90 additional working days)

Acknowledgement: The employee and supervisor have discussed the completion/continuation of this PIP and the employee has received a true and correct copy of this completed document.

Supervisor:

Employee:

**Coast Community College District Classified Employee
Catastrophic Leave Donation Form**

I, _____ voluntarily donate _____ hours
(Print Name)

from my accumulated vacation balance to the Coast Community College District
Classified Employees Catastrophic Leave Bank.

**Donation is completely voluntary. Classified employees are cautioned to consider
their own present and future needs when determining how many hours to *donate*.**

I understand that once leave is donated, it becomes the property of the bank until the
Catastrophic Leave task force authorizes its allocation to an applicant.

Signature _____ Date _____

SUBMIT TO: OFFICE OF HUMAN RESOURCES
Attention: Benefits Manager

Coast Community College District Catastrophic Leave Application Form

I, _____ request the award of hours from the Catastrophic
(Print Name)

Leave Bank. *Check One:*

_____ I am critically ill.

_____ A member of my immediate family _____ is critically ill.
(relationship)

I have attached a physician's statement confirming that a critical, life threatening illness exists and estimating the duration of the incapacitating illness.

I have exhausted all of my full pay vacation leave and applicable sick leave and will not be receiving any other paid benefits such as disability pay (Short-term disability, Long-term disability, Workers' Compensation) during the period I have requested leave hours from the Catastrophic Leave Bank.

Signature of Employee or Agent

Date

A new request must be submitted for hours in excess of 160 hours.

SUBMIT TO: OFFICE OF HUMAN RESOURCES
Attention: Benefits Manager



**Classified 12 Month (EE Salary Schedule)
2018-2019**

Grade / Step	1	2	3	4	5	6	7	8	9
101	\$ 26,602	\$ 27,932	\$ 29,329	\$ 30,795	\$ 32,335	\$ 33,305	\$ 34,304	\$ 35,161	\$ 35,864
102	\$ 27,746	\$ 29,134	\$ 30,590	\$ 32,119	\$ 33,726	\$ 34,737	\$ 35,779	\$ 36,674	\$ 37,408
103	\$ 28,951	\$ 30,398	\$ 31,918	\$ 33,514	\$ 35,189	\$ 36,245	\$ 37,333	\$ 38,266	\$ 39,032
104	\$ 30,215	\$ 31,726	\$ 33,312	\$ 34,978	\$ 36,727	\$ 37,829	\$ 38,963	\$ 39,938	\$ 40,737
105	\$ 31,571	\$ 33,149	\$ 34,807	\$ 36,547	\$ 38,374	\$ 39,525	\$ 40,711	\$ 41,729	\$ 42,563
106	\$ 32,985	\$ 34,635	\$ 36,366	\$ 38,185	\$ 40,095	\$ 41,297	\$ 42,536	\$ 43,599	\$ 44,471
107	\$ 34,491	\$ 36,216	\$ 38,027	\$ 39,928	\$ 41,924	\$ 43,182	\$ 44,478	\$ 45,589	\$ 46,501
108	\$ 36,057	\$ 37,860	\$ 39,753	\$ 41,741	\$ 43,827	\$ 45,142	\$ 46,497	\$ 47,659	\$ 48,612
109	\$ 37,714	\$ 39,599	\$ 41,579	\$ 43,658	\$ 45,840	\$ 47,216	\$ 48,632	\$ 49,848	\$ 50,845
110	\$ 39,460	\$ 41,433	\$ 43,505	\$ 45,680	\$ 47,963	\$ 49,403	\$ 50,885	\$ 52,156	\$ 53,200
111	\$ 41,297	\$ 43,362	\$ 45,529	\$ 47,806	\$ 50,196	\$ 51,702	\$ 53,254	\$ 54,584	\$ 55,676
112	\$ 43,254	\$ 45,416	\$ 47,687	\$ 50,072	\$ 52,575	\$ 54,153	\$ 55,777	\$ 57,172	\$ 58,315
113	\$ 45,301	\$ 47,566	\$ 49,945	\$ 52,442	\$ 55,064	\$ 56,716	\$ 58,417	\$ 59,877	\$ 61,075
114	\$ 47,470	\$ 49,844	\$ 52,335	\$ 54,952	\$ 57,700	\$ 59,430	\$ 61,213	\$ 62,744	\$ 63,999
115	\$ 49,758	\$ 52,245	\$ 54,858	\$ 57,601	\$ 60,481	\$ 62,296	\$ 64,165	\$ 65,768	\$ 67,084
116	\$ 52,167	\$ 54,775	\$ 57,514	\$ 60,390	\$ 63,409	\$ 65,312	\$ 67,271	\$ 68,952	\$ 70,331
117	\$ 54,726	\$ 57,463	\$ 60,336	\$ 63,353	\$ 66,520	\$ 68,515	\$ 70,571	\$ 72,335	\$ 73,782
118	\$ 57,406	\$ 60,277	\$ 63,291	\$ 66,455	\$ 69,778	\$ 71,872	\$ 74,028	\$ 75,878	\$ 77,395
119	\$ 60,237	\$ 63,249	\$ 66,411	\$ 69,732	\$ 73,219	\$ 75,415	\$ 77,677	\$ 79,619	\$ 81,212
120	\$ 63,218	\$ 66,379	\$ 69,698	\$ 73,182	\$ 76,841	\$ 79,147	\$ 81,522	\$ 83,560	\$ 85,230
121	\$ 66,380	\$ 69,699	\$ 73,183	\$ 76,842	\$ 80,685	\$ 83,105	\$ 85,599	\$ 87,738	\$ 89,493
122	\$ 69,723	\$ 73,208	\$ 76,868	\$ 80,712	\$ 84,747	\$ 87,290	\$ 89,909	\$ 92,156	\$ 93,999
123	\$ 73,246	\$ 76,908	\$ 80,753	\$ 84,791	\$ 89,030	\$ 91,701	\$ 94,452	\$ 96,813	\$ 98,749
124	\$ 76,949	\$ 80,797	\$ 84,836	\$ 89,078	\$ 93,532	\$ 96,338	\$ 99,228	\$ 101,709	\$ 103,743
125	\$ 80,863	\$ 84,907	\$ 89,152	\$ 93,609	\$ 98,290	\$ 101,239	\$ 104,276	\$ 106,883	\$ 109,020
126	\$ 84,989	\$ 89,238	\$ 93,700	\$ 98,385	\$ 103,304	\$ 106,404	\$ 109,596	\$ 112,335	\$ 114,582

Longevity

Part I	\$ 1,300	per year	Service Years 13 -14
Part II	\$ 2,000	per year	Service Years 15 - 19
Part III	\$ 2,700	per year	Service Years 20 -24
Part IV	\$ 3,500	per year	Service Years 25+

The longevity increment is non-cumulative and does not increase with COLA

Effective July 1, 2018 - 2.71% COLA + 1.0% Increase = 3.71% Total



Job Classifications

For the most recent list of Job Classifications, please visit the following link:

<https://www.cccd.edu/employment/Pages/salaryschedules.aspx>

A. Mediation. With the mutual agreement of the Federation and the District, mediation shall be available as an alternative for the resolution of a grievance or dispute. The request for mediation shall be submitted by either party to the other within ten (10) days after the response at any level in the process.

1. A decision to accept or deny the request for mediation shall be made within 5 days and communicated to the other party.
2. When mediation is selected in lieu of immediately proceeding to the next level, the timelines associated with the grievance procedure shall be held in abeyance until the mediation process is complete.
3. When agreement is reached to proceed with mediation, the Vice Chancellor of Human Resources shall promptly contact the Mediation and Conciliation Service to request a mediator. A trained mediator not affiliated with the State Mediation and Conciliation Service may be assigned if mutually agreed upon.
4. The objective of the mediation shall be to resolve disputes effectively and mutually. Once the mediator contacts the District and the Federation, both parties shall agree on the earliest possible date for the mediation meeting which shall not exceed forty-five (45) working days from the date that the request for mediation was agreed upon by the District and the Federation (unless the mediator is unavailable or the parties mutually agree to extend the timeline).
5. The recommendations of the mediator shall be advisory and shall be implemented only with the mutual agreement of the District and the Federation.
6. The mediation process shall be strictly confidential. No statements or reports made by either party during the mediation, nor recommendations issued by the mediator, may be entered as evidence during any subsequent arbitration or be used by any party to the mediation.
7. Mediation reports and recommendations issued by the mediator shall be confidential and shall become the property of the Federation and the District. When formal agreements are reached between the parties, confidentiality may or may not apply based on the nature of the agreement.
8. If the Mediation process is not successful at resolving the grievance, the grievant and the Federation may decide to proceed to the next level of the process within ten (10) days.
 - a. Solutions brokered during mediation shall remain confidential and if refused, will be removed from consideration unless there is mutual agreement at a subsequent level of the process to reconsider and implement what had been proposed.

Appendix I Arbitration

A. Arbitration Procedures.

The District and Federation shall choose a mutually acceptable arbitrator.

1. Within ten (10) days of the receipt of a written request for binding arbitration, a request will be made by the Vice Chancellor of Human Resources or designee to the California Mediation and Conciliation Service to supply a list of five persons who have experience in public school arbitration.
2. Upon review of the list, if none of the five (5) are determined to be acceptable by either party, another list of five (5) shall be requested from CMCS.
3. The Federation and District shall choose a person from the list by means of alternate elimination ("scratch off") until only one remains. That person shall serve as the arbitrator. The Vice Chancellor of Human Resources shall contact the arbitrator and shall inform the parties to the grievance of the available dates for the arbitration hearing.

B. Fees and Expenses. The parties shall bear their own costs and expenses, except for the following:

1. The cost of the arbitrator and the court reporter shall be shared by both parties.
2. The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise, the cost shall be paid by the party or parties requesting the transcript.
3. All other costs shall be borne by the party incurring them.

C. Arbitration hearing.

1. The arbitration hearing shall be private with attendance limited to the parties to the grievance and their representatives and any witnesses (present only while testifying).
2. If any question arises as to the arbitrability of the grievance, such questions shall be addressed prior to the consideration of the merits of the grievance.
3. The arbitrator's decision shall be final and binding upon the parties, in writing, and shall set forth findings of fact, reasoning, conclusions and remedy. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance.

D. Determination of Arbitrator. The arbitrator shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have the power or authority to award financial compensation in accordance with the provisions of this Agreement. The arbitrator shall have no power to recommend the alteration, amendment, change, addition or subtraction of, any of the terms of this Agreement, but shall determine only whether or not there has been a violation of

this Agreement. The decision of the arbitrator shall conform to the terms of this Agreement and the laws of the State of California.

E. Timely Manner. The arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue or issues submitted to arbitration.

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

ARBITRATION REQUEST FORM

Submit the completed form directly to the Vice Chancellor of Human Resources



Grievant:		Arbitration Request Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
ALLEGED VIOLATION(S) OF AGREEMENT: <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div>			
SIGNATURE OF GRIEVANT		DATE	
SIGNATURE OF FEDERATION PRESIDENT		DATE	
NOTE: The Federation is responsible for having this request delivered to the proper person or office within contractual time limits.			
TO BE COMPLETED BY VICE CHANCELLOR OF HUMAN RESOURCES			
DATE REQUEST RECEIVED	DATE ARBITRATOR SELECTED	ARBITRATOR	SCHEDULED HEARING DATE
SUMMARY OF ARBITRATOR'S DECISION			
DATE DECISION RECEIVED BY BOARD OF TRUSTEES	DATE DECISION RENDERED BY BOARD OF TRUSTEES	DATE GRIEVANT/FEDERATION NOTIFIED OF BOARD'S DECISION	
SUMMARY OF BOARD'S DECISION			

NOTE: This form must be processed within established Federation contractual time limits. Copies of this completed Arbitration Form shall be given to the Grievant, Vice Chancellor of Human Resources and the designated Federation Grievance Officer.

APPENDIX J

A. Causes for Discipline.

1. Dishonesty; examples include the following:
 - a. Falsification of facts or altering of any campus records in connection with work
 - b. Altering or falsification of any student records either for one's self or other students
 - c. Unauthorized release or divulgence of confidential information from District and/or college records
2. Dereliction of duty, examples include the following:
 - a. Repeated violation of or refusal to obey applicable policies, rules, and regulations
 - b. Insubordination – refusal of any lawful or reasonable request or order given by a supervisor
 - c. Abandonment of position – an unauthorized absence of five (5) or more consecutive days
3. Unlawful or immoral conduct, examples include the following:
 - a. Sexual harassment, as defined by law, and/or unlawful discrimination against a student or fellow employee
 - b. Attempted or actual theft of college or District property or personal property.
 - c. Offering or accepting compensation for preferential treatment to provide services already within the scope of the individual's employment
 - d. Conducting of personal business for personal gain while on duty
 - e. Selling, use, possession, or being under the influence of alcohol or illegal drugs as defined by law while on duty
 - f. Possession of unauthorized, dangerous and/or deadly weapons on District property
 - g. Conviction of a felony or any crime involving moral turpitude (vile or depraved act)
4. A physical or mental condition that renders an employee unfit for duty or endangers the safety or welfare of other individuals
5. Incompetence or inefficiency, demonstrating the following:
 - a. The inability to comply with the minimum standard for an employee's position for a significant period of time
 - b. Failure to adequately perform duties required in a position
6. Misuse or abuse of employee privileges including leave allowances, and repeated unauthorized absences
7. Failure to maintain licenses or certificates required by law, District requirements, or job specification
8. Engaging in political activity not authorized by law during working hours
9. Advocacy of overthrow of federal, state, or local government by force, violence, or unlawful means.

Request for Out-of-Classification or Project Specific Assignment

Employee Name	
Employee ID#	
Employee Position#	

Campus/Division/Department	
Current Classification-Job Title	
Range/Step	

DEFINITIONS:

1. **Out-of-Classification (OOC)**

An out-of-class assignment is when a classified employee has assumed the full range of duties in a higher classification, the employee shall be placed on the higher classification salary range at a step assuring an increase that most closely equals 7.5% above his/her current base salary. CFCE Article 19.9D

2. **Project-Specific Assignment**

A project-specific assignment is an assignment specific to one project and shall not be considered an out-of-class assignment. An upward adjustment in pay may be warranted if the project requires higher level duties not included in the employees underlying classification and will be granted for the specific period of the temporary project specific assignment. Project-Specific assignments shall be at a rate of 7.5% of the employee's monthly salary. Employees serving in a project-specific assignments shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement. CFCE Article 19.9C

Please check the criteria that apply to this request:

☐ Out-of-Classification assignment (OOC)

☐ New assignment

☐ 3-month extension

☐ 6-month extension

☐ 9-month extension

☐ Extension (beyond one year)
(see 19.9.D.1 and D.2.)

☐ Met Performance Standards

☐ Met Performance Standards

☐ Met Performance Standards

☐ Met Performance Standards

☐ Project-Specific Assignment

Start Date		Title of higher classification (out-of-class duties) to be assumed (<i>please attach job description</i>):
End Date		
Basis for request or nature of Out-of-Class Assignment or Project-Specific Assignment:		

REQUIRED SIGNATURES

Employee Signature

Telephone Extension

Date

Supervisor Signature

Telephone Extension

Date

Campus/District Administrative Signature

Telephone Extension

Date

Vice Chancellor of Human Resources

Telephone Extension

Date



A great place to
WORK. LEARN. PLAY.

RECLASSIFICATION APPLICATION FORM

Last Name: _____ First: _____ M.I. _____

Employee ID (E#): _____ College/Site: _____ Dept: _____ Ext: _____

Employee Email address: _____

Current Job Title: _____ **Salary Range/Step:** _____

Requested Job Title: _____

Are you currently in an out-of-class assignment? _____

Days Worked: (Circle all that apply) M T W TH F S SU Hours of Work: Start: _____ End: _____

Are you full-time or part-time: _____ Circle the number of months worked: 10 11 12

Immediate Supervisor's Name: _____ Ext: _____

Immediate Supervisor's Title: _____

Administrator's Name: _____ Ext: _____

Administrator's Title: _____

Incomplete applications shall not be considered. A complete reclassification packet shall include:

REQUIRED ATTACHMENTS:

1. **Reclassification Application Form**
2. **Reclassification Position Worksheet**
3. **Job Specifications**
☐ Current Position
☐ Requested Position
4. **Organizational Chart for your department.**

Please do not submit any additional material other than what is required above.

DEADLINE TO APPLY

COMPLETED FORMS MUST BE RECEIVED BY THE DISTRICT OFFICE OF HUMAN RESOURCES BY 5 PM, ON OCTOBER 31, 2017.

SEND COMPLETED FORM TO: DISTRICT OFFICE OF HUMAN RESOURCES – ATTN: SHANNON O'CONNOR (x84713)

If the required attachments are not submitted by the deadline, your reclassification application will be considered **incomplete** and will not be processed.

Employee Signature: _____ Date: _____

Note: Incomplete applications will NOT be considered.

Coast Community College District

Position Analysis Questionnaire

Your name:	Your Job Title:	Work Phone Extension:
The name of your department:	Your primary work location and site:	Your supervisor's name and job title:

I. POSITION INFORMATION

Please provide specific information related to how this position has evolved. Include the specific duties believed to be outside the scope of the currently held classification. Include 1-2 sentences explaining the primary objective(s) for the position.

--

II. QUALIFICATIONS

In this section, please summarize the important education, experience (length and type), special training, and special abilities you believe should be required for a new person to be able to perform this job in a satisfactory manner. In other words, if you were hiring someone for this job, what background would you look for?

Has the minimum qualifications necessary to perform this job changed? Yes ☐ No ☐

1. Formal education required for this job:	2. Length of direct experience required:
3. Types of job experience and/or specialized training:	4. Equipment, tools, and aids you must be qualified to use:
5. Special knowledge of specific work processes, systems, or subject matters:	6. Certificates or licenses required:

III. NEW ESSENTIAL RESPONSIBILITIES

List the **new** major responsibilities that you feel has changed your position. Please list in order of importance, include how the new duties are performed, what results are expected, who is your customer, what technical, logistic, or interpersonal challenges are involved with completing the duty/responsibility, and other teams must you work with. As a general rule, a duty should only be listed if it takes more than 5% of your time. BE SURE TO LIST THE MOST CRITICAL CHANGES FIRST.

1a. Major responsibility or duty.	1b. Steps, tasks, activities or processes used.	1c. Results and customer.
1d. Technical or logistical challenges to complete this duty.		1e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

2a. Major responsibility or duty.	2b. Steps, tasks, activities or processes used.	2c. Results and customer.
2d. Technical or logistical challenges to complete this duty.		2e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

3a. Major responsibility or duty.	3b. Steps, tasks, activities or processes used.	3c. Results and customer.
3d. Technical or logistical challenges to complete this duty.		3e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

4a. Major responsibility or duty.	4b. Steps, tasks, activities or processes used.	4c. Results and customer.
4d. Technical or logistical challenges to complete this duty.		4e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

5a. Major responsibility or duty.	5b. Steps, tasks, activities or processes used.	5c. Results and customer.
5d. Technical or logistical challenges to complete this duty.		5e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

IV. ENVIRONMENTAL FACTORS AND WORKING RELATIONSHIPS

A. This section identifies physical requirements and environmental considerations. Please check the items listed below with % or a ✓.

1. Regularity of work hours:		Bending-stooping-kneeling-crawling		Guiding power tools	
Regular, per work schedule		Pushing, pulling, guiding materials		Operate equipment controls, levers	
Evening meetings, enter frequency		Stand, walk on unstable surfaces		Operate heavy equipment	
Over 45 hours		Lifting, > 25 pounds, list % of time		5. Environment/health considerations:	
On-call, enter frequency		Lifting, > 50 pounds, list % of time		Work near moving objects	
2. Work on a computer screen:		4. Hand-eye-arm coordination:		Ventilation, airborne fumes	
More than 50% of the time		Keyboarding, speed required		Noise/temperature extremes	
3. Physical movements and effort:		Assemble, connect small objects		Sharp objects	
Mostly sitting, some walking & standing		Reaching, retrieving work materials		Infection or communicable disease	

B. Please estimate the time you spend working and communicating with others to accomplish your work?

Staff members in my department	%	Staff members in other departments	%	Students/faculty	%
Outside agencies for education	%	Community organizations	%	Vendors	%

V. ADDITIONAL INFORMATION

Additional information and comments. Please use this space for information you believe is important to conveying a good basic understanding of the evolution of your role and responsibilities, yet may not have been covered in other sections of the worksheet.

You may want to add information such as timeline for changes and/or additional special skills or training that were needed as the position has evolved/changed.



Employee Signature:	Date:
Supervisor Signature:	Date:

Routing. When you have finished the worksheet, please route in accordance with the provisions of the reclassification application requirements (Reference: Article 12).

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Board Policy - Management & Confidential

Coast Community College District
BOARD POLICY
Chapter 7
Human Resources

**BP 7380 Retiree Health Benefits and Continuation of Insurance
upon Retirement for Eligible Management and Confidential
Employees**

References:

Education Code Sections 7000 et seq.

Managers and confidential employees hired prior to January 1, 2018, who retire from the District with ten or more continuous years of service within the District will be afforded the same benefits as they had at the time of retirement until the retiree reaches the age of 70. Retiree contributions to the benefit plan will remain the same as established at the time of retirement until the retiree reaches the age of 70.

Managers and confidential employees hired on or after January 1, 2018, who retire with 15 or more continuous years of service within the District will be afforded the same benefits as they had at the time of retirement until the retiree reaches the age of 70. Retiree contributions to the benefit plan will remain the same as established at the time of retirement until the retiree reaches the age of 70.

In the case of a verified disability, and when already qualified by CalSTRS or CalPERS as meeting the requirements for early retirement due to disability status, such employees will be deemed to have met the service and age requirements as set forth herein.

A. Retirement with Fewer than 10 Years of Service. Management and confidential employees (assignment 75% or greater) hired prior to January 1, 2018, who are at least 55 years of age and retire under CalPERS or CalSTRS with less than ten years of continuous service to the District, but have five or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense. Employees retiring under these conditions are not eligible to receive a Medicare Supplement Credit from the District at age 70.

B. Retirement with 10 or More Years of Service. Management and confidential employees (assignment 75% or greater) hired prior to January 1, 2018, who are at least 55 years of age and retire under CalPERS or CalSTRS with ten or more years of continuous service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of 70 under the following conditions:

1. At the age of 65 and/or when the retiree becomes Medicare-eligible, the retiree must enroll in the District's United Health Care Medicare Advantage PPO Plan or the District's Kaiser Senior Advantage HMO Plan in order to remain eligible for continuation of benefits. The District's self-funded Delta Health Systems Medicare Supplement PPO Plan is not available to retirees once they reach age 65.
2. Retirees must also enroll in all available Medicare related programs as required by the District at age 65, and/or when the retiree becomes Medicare-eligible, in order to remain eligible for continuation of benefits.
3. For employees who retire between January 1, 2018 and June 30, 2019, and who enroll in the District's United Health Care Medicare Advantage PPO Plan, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District's self-funded Delta Health Systems Medicare Supplement PPO Plan, until such time as the spouse or dependent becomes Medicare eligible and/or reaches age 65, at which time the spouse or dependent must enroll in the District's United Health Care Medicare Advantage PPO Plan or the District's Kaiser Senior Advantage HMO Plan and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.
4. The District and the retiree will contribute towards the cost of benefits in the same amount as if the retiree had remained in active status. The retiree must pay their premium to the District one month in advance in order to remain eligible for the continuation of benefits.

D. Retirement with 15 or More Years of Service. Management and confidential employees (assignment 75% or greater) hired on or after January 1, 2018, who are at least 60 years of age, retire under CalPERS or CalSTRS with 15 or more years of continuous service to the District shall retain medical, dental, life and optical insurance, including coverage for their dependents, until the retiree reaches the age of 70 under the following conditions:

1. At the age of 65, the retiree must enroll in the District's United Health Care Medicare Advantage PPO Plan or the District's Kaiser Senior Advantage HMO Plan in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO Plan is not available to retirees once they reach age 65.
2. Retirees must also enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
3. The District and the retiree will contribute toward plan costs in the same amount as if the retiree had remained in active status. The retiree must pay their premium

to the District one month in advance in order to remain eligible for the continuation of benefits.

E. Retirement Benefit Age 70 or over. Management and confidential employees (assignment 75% or greater) who retire on or prior to June 30, 2019 shall receive an annual credit of up to \$4,000 to be applied only to the District Delta Health Systems Medicare Supplemental PPO Plan, \$3,000 toward the District's United Health Care Medicare Advantage PPO Plan, or \$1,000 toward the District's Kaiser Senior Advantage HMO Plan at the age of 70. The credit shall not apply to any other HMO, dental, vision care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's death.

Management and confidential employees age 70 or over who retire on or after July 1, 2019 shall receive an annual credit of \$3,000 to be applied to the District's United Health Care Medicare Advantage PPO Plan or \$1,000 toward the District's Kaiser Senior Advantage Plan at the age of 70. The credit shall not apply to any other HMO, dental, vision care, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's death.

Retiree health benefits for represented employees are contained in the provisions of the applicable collective bargaining agreements.

Additional Recognition for Meritorious Service. In recognition of their meritorious service, management and confidential employees who retire in good standing and meet the District's service retirement criteria as defined by Board Policy, shall be issued a "retiree card" that entitles the retired employee to the following:

- A.** Certificate for years of meritorious service to be presented by the Board.
- B.** Lifetime use of college library (excluding access to subscription-based resources intended for students).
- C.** One parking permit annually, without charge, upon request by the retiree.

In addition, recognition of meritorious service for other employee groups are contained in the provisions of the applicable collective bargaining agreement

Adopted February 5, 2003

Renumbered to BP 7827 from CCCD Policy 050-4-6, Spring 2011

Renumbered to BP 7380 from CCCD Policy 7827, January 15, 2014

Revised February 5, 2014

Combined revised BP 7865 Continuation of Insurance upon Retirement into BP 7380

Revised April 18, 2018

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Section 17.7. Long-Term Personal Necessity.

Section 17.7.a. A Faculty Member may be granted a leave of absence without pay for compelling personal reasons for a specified period of time. Faculty Members may be granted long-term personal necessity leaves for reasons such as recuperation, readjustment, child rearing, and career redirection.

Section 17.7.b. Such leaves may be granted for a specified period, not to exceed one (1) year. The District may extend such leave for an additional year.

Section 17.8. Family Illness. Faculty Members may be granted up to one (1) year's leave for care of a seriously ill member of the Faculty Member's immediate family. The District may grant such a leave for an additional year. The granting of such a leave, or the extension of same, will be considered only upon written verification of need by the attending physician. Also see Section 17.4, Family and Medical Leave.

Section 17.9. Military Service. A Faculty Member shall be granted military leave in accordance with applicable Federal and State laws.

Section 17.10. Public Service.

Section 17.10.a. A Faculty Member who is elected to the State Legislature or Congress or appointed to government service will be granted an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

Section 17.10.b. The Faculty Member on such leave shall notify the District, in writing, of an intended or possible return no less than (1) semester in advance.

Section 17.11. Grant Leaves.

Section 17.11.a. The District may approve an unpaid leave to permit a regular Faculty Member to accept a grant to teach, lecture, or do research for a private institution or a city, county, state, federal or foreign government.

Section 17.11.b. The employee must hold regular status on the effective date of the leave.

Section 17.11.c. Service under a grant leave counts toward the service required for a sabbatical leave.

ARTICLE XVIII. RETIREMENT.

Section 18.1. Reduced Workload Program.

The District has established, and will continue to implement, a pre-retirement reduced workload program that will allow partial employment for full-time Faculty Members approaching retirement and will provide an incentive for those who may choose to retire early under the appropriate Education Code provisions. The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with the Education Code Sections 20815, 22713, 87483 and any other applicable laws.

Section 18.2. Retirement Benefits.

Section 18.2.a. Recognition of Meritorious Service. In recognition of their meritorious service,

Faculty members who retire and meet the District service retirement criteria set forth in 20.6.c shall be granted a "retiree card" that entitles retired faculty members to the following:

- (1) Certificate for years of meritorious service to be presented by the Board of Trustees.
- (2) Lifetime use of college library (excluding access to subscription-based resources intended for students).
- (3) Inclusion of Faculty Member's name in an appropriate section of the College catalog.
- (4) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.
- (5) Retired Faculty Members will be encouraged to make their services available to the District. All full-time Faculty Members who retire from the District and are rehired by the District to teach as part-time instructors shall be placed at the bottom of the part-time faculty priority assignment list (PAL) at the college from which they retired.
- (6) Upon request, Retired Faculty Members shall have the right to an annual parking sticker as if they were in active status.
- (7) Free access to college fitness centers during open access hours.
- (8) Free admission for Retired Faculty Member and one guest to college athletic events (excluding post-season events).
- (9) Free admission for Retired Faculty Member and one guest to college performing arts productions (excluding productions by third party entities or for-profit co-sponsored productions).

Section 18.2.b. Insurance Benefits. (Please refer to Article XX).

Section 18.2.c. Wellness Program. Retirees may participate in all wellness activities of the colleges or as permitted by any District outside contract.

Section 18.3. Retirement Incentives.

By mutual agreement between the District and the Coast Federation of Educators, provisions for retirement incentives may be developed and offered to eligible faculty.

ARTICLE XIX. FACULTY SERVICE AREAS.

Section 19.1. Competency.

For purposes of Education Code Section 87743.1, the list of "Faculty Service Areas" (FSA) in the Coast Community College District shall be as follows:

Section 19.1.a. The same as the state minimum qualifications for faculty as defined by the state minimum qualifications for faculty as defined by the Board of Governors in compliance with the Education Code. This list can be found in the Minimum Qualification for Faculty and Administrators in the California Community Colleges published by the Chancellor's Office, March 1995. All subsequent disciplines added to this list by the Academic Senate and approved by the Board of Governors shall become part of this Agreement, or

Section 19.1.b. A Faculty Member shall also be considered competent in an FSA by satisfying the

- (2) An Internal Revenue Code section 125 provision allowing for deductions on a pre-tax basis will be available to the employee to the extent permitted by law or the extent such deductions do not result in a tax penalty to the District.

Section 20.2. List of Benefits.

The District shall make available during the duration of this Agreement a benefits program consisting of the following:

Section 20.2.a. Medical Coverage.

- (1) Self-funded Plan.

This Self-funded plan includes, but is not limited to, the following:

Preferred Provider Hospital Plan
Non-preferred Provider Hospital Plan
Preferred Provider Physician Plan
Out-patient Surgery
Second Surgical Opinion
Maternity Care Alternatives (Birthing Center)
Hospice Care Alternatives
Prescription Medication Card

- (2) In-Network Deductible. Annual plan deductible shall be two hundred and fifty dollars (\$250) per person per year; five hundred dollars (\$500) per family per year. Out of network deductions will be five hundred dollars (\$500) per person per year and seven hundred dollars (\$700) per family per year.
- (3) Medical Plan Handbook. A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the Benefits office at the District.
- (4) Health Maintenance Organization. A Health Maintenance Organization option will be available to eligible employees.

Section 20.2.b. Dental Insurance

- (1) Faculty Member premium paid by District.
- (2) Dependent premium to be paid by District.
- (3) Deductible will be fifty dollars (\$50) per person; one hundred dollars (\$100) maximum per family per year.

Section 20.2.c. Vision Insurance.

- (1) Faculty Member premium paid by District.
- (2) Dependent coverage paid by District.
- (3) Deductible shall be five dollars (\$5.00) per person.

Section 20.2.d. Life Insurance.

- (1) Faculty Member's premium paid by District.
- (2) Voluntary dependent life insurance coverage when available will be paid by the

employee.

Section 20.2.e. Short Term Disability (Full-Time employees).

- (1) Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for three (3) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%), and overload compensation in effect at the time of disability shall be continued to the end of that semester. (See Section 14.4.e.).
- (2) Individuals employed from fifty percent (50%) through seventy-four percent (74%) of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for six (6) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%) of salary, and overload compensation in effect at the time of disability shall be continued to the end of that semester.

Section 20.2.f. Health Promotion. The District shall make available to current employees programs in health promotion and preventive health services.

- (1) A joint District/Federation committee shall be established to make recommendations to the District on such programs.
- (2) This program is designed to minimize medical risks for the Faculty Members. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

Section 20.3. Employee Assistance Programs.

Section 20.3.a. The District shall make available to current employees programs to assist employees in such areas as chemical dependency and mental health.

Section 20.3.b. Employees requiring treatment shall be referred to agencies which are independent of the District.

Section 20.4. Referral to Employee Assistance Programs.

Section 20.4.a. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the Faculty Members, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

Section 20.4.b. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

Section 20.5. Definition of Eligible Employees.

Section 20.5.a. Regular full-time and Regular part-time employees shall be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage as of the first day of the month following the date the employment starts. Dependent coverage shall be available in accordance with Section 1 of this Article.

Section 20.5.b. The District shall share equally the premium cost for Faculty Members employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage shall be available in accordance with Section 1 of this Article.

Section 20.6. Continuance of Insurance Benefits.

Section 20.6.a. Leaves of Absence, Paid and Unpaid. Faculty Members on paid leave are considered to be continuing employees, and no interruption to the insurance benefit shall be imposed upon such Faculty Members. Faculty Members who are approved for an unpaid leave may continue insurance benefit coverage for any approved leave by paying to the District the monthly costs prior to the first day of each month. Termination of employment for any reason shall terminate District-paid insurance benefits on the last day of the month of employment with the District, except as otherwise provided in this Agreement.

Section 20.6.b. Load Reduction. Faculty Members who involuntarily accept a reduction from more than seventy-five percent (75%) to less than seventy-five percent (75%) shall have their fringe benefit program continued as though their employment level were above seventy-five percent (75%).

Section 20.6.c. Retirement Benefits.

- (1) Faculty Hired Prior to July 1, 2018: Full-Time Faculty Members hired prior to July 1, 2018, who retire at age 55 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 10 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:

- (a) Full-Time Faculty Members who retire prior to July 1, 2019, may remain in Delta Health Systems PPO.

However, Full-Time Faculty Members who retire after June 30, 2019, must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO at age 65 in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65 after June 30, 2019.

- (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - (c) For employees who retire between January 1, 2018, and June 30, 2019, and who enroll in the United Health Care Medicare Advantage, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District self-funded Delta Health Systems PPO. as permitted in this Agreement, until such time as the spouse or dependent reaches age 65, at which time the spouse or dependent must enroll in the same plan as the retiree (United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits. It is the specific intent of the parties that this language in Article 20.6.c.1 (c) shall sunset and be removed from the Agreement on June 30, 2019.
 - (d) For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.
 - (e) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall

apply.

- (2) Faculty Hired After June 30, 2018: Full-Time Faculty Members hired after June 30, 2018, who retire at age 60 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 15 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:
 - (a) Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.
 - (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - (c) For employees who retire and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the contribution of benefits.
 - (d) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall apply.
- (3) District and Employee Contribution. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The District will pay premium costs in the same manner and amount as though the retiree were in active status, and the retiree shall contribute toward the cost of fringe benefits in the same manner and amount as though the retiree were an active member of the District. Should the retiree be required to pay all or part of any premium, the retiree shall reimburse the District in the appropriate amount on the first of each month in which premiums are due.

Section 20.6.d. Retirement Benefit Age 70 or Older.

- (1) After age 70, a retired Faculty member eligible for benefits under Section 20.6.c may continue medical and dental benefits in accordance with subsection 20.6.e. of this section. In the case of a verified disability, as documented by an appropriately licensed physician, and when already qualified by the State Teachers Retirement System or Public Employee Retirement System as meeting requirements for early retirement due to disability status, such employees will be deemed to have met the service and/or age requirements as set forth herein.
- (2) In addition, Full-Time Faculty Members who retire on or before June 30, 2019, at age 70 or older, and who meet the requirements of section 20.6.c above shall receive from the District either an annual credit of up to \$4000 to be applied only to the District's Delta Health Systems Medicare Supplement PPO Plan, \$3,000 to be applied to the United Health Care Medicare Advantage PPO, or \$1,000 to be applied to the Kaiser Senior Advantage HMO. The credit shall apply to medical coverage only and shall not apply to any other HMO, Dental Premium, Vision Care Premium or Life Insurance Premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of the retiree's death, the annual credit shall transfer to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's

death. It is the specific intent of the parties that this language in Article 20.6.d.2 shall sunset on June 30, 2019, and be removed from the Agreement on July 1, 2019.

- (3) Full-Time Faculty Members who retire on or after July 1, 2019, at age 70 or older, and who meet the requirements of section 20.6.c above shall receive from the District either an annual credit of up to \$3,000 to be applied only to the UHC Medicare Advantage PPO or \$1,000 to be applied to the Kaiser Senior Advantage HMO. The credit shall not apply to any other HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

Section 20.6.e. Retirement with Fewer than Ten Years of Service. Full-Time Faculty Members who retire at age 55 years or older under STRS, or 50 years or older under PERS, but with less than 10 years of service, but with 5 years' credit, with the District may elect, provided they have had no break in coverage, to participate in District-sponsored medical and dental insurance programs for which they are eligible at the retiree's expense. Dependents may also be covered at the retiree's expense.

Section 20.6.f. Death of the Employee or Retiree. The District will for 24 months from the date of the employee's death, pay full premium medical, vision and dental insurance in force for eligible dependents of an employee who dies. For employees or retirees, this benefit shall be provided if the employee or retiree is under the age of 70 at the time of death and the benefit will not extend beyond the last day of the month in which the employee or retiree would have turned age 70.

Section 20.6.g. Faculty Members on leave under the guidelines of the Family Medical Leave (FMLA) Section 17.4.b. shall have all benefits, pursuant to this article, continued as if in active duty.

Section 20.7. Federation Recommendations Regarding Fringe Benefits Program.

Section 20.7.a. The District shall as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

Section 20.7.b. Benefits Advisory Committee. The Benefits Advisory Committee shall meet monthly and report its activities and recommendations to the Vice Chancellor for Human Resources twice each year. Copies of its report shall be forwarded to the Federation. The committee shall consist of one (1) representative from each employee bargaining unit, one (1) person representing Confidential employees, one (1) person representing Supervisory/Management employees, and one (1) person representing Management employees. The committee shall be convened by the Vice Chancellor for Human Resources, and shall have as ex officio members the District's insurance advisor(s) and Vice Chancellor of Administrative Services.

Section 20.7.c. The Federation and the District agree that the self-insured employee benefits coverage shall continue to be evaluated by the District wide Benefits Advisory Committee for the purpose of maintaining or reducing the District's out-of-pocket expenses.

Section 20.8. Funding. The Health Promotion and Employee Assistance Programs shall be funded each academic year.

ARTICLE XXI. PROFESSIONAL DEVELOPMENT INSTITUTE.

The purpose of the Professional Development Institute (PDI/IPD) is to sustain and enhance the professional growth of faculty and their knowledge and skills, ultimately improving teaching, student learning, and college functioning.

The College will provide administrative staff support for PDI/IPD. Electronic forms, processes, and signatures may be used. Funds for professional meetings, classes, and conferences will be pooled with

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20.6 Referral to Employee Assistance Program.

A. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse, and emotional problems as illnesses that are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

B. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this article.

ARTICLE 21. RETIREMENT.

21.1 Continuation of Insurance upon Retirement.

A. Retirement with Fewer than Ten (10) Years of Service. Employees who are fifty (50) years old and retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense.

B. Retirement Benefits.

1. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired on or after January 1, 2018, will be eligible to retire with District paid benefits until age seventy (70) under the following conditions: 1) the employee retires from the District and PERS and is age sixty (60) or older; and 2) the employee has accumulated at least fifteen (15) years of continuous service with the District.
 - a. Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.
 - b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - c. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.
2. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired prior to January 1, 2018 and who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70) under the following conditions.
 - a. Once a retiree reaches age 65, they must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible

for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.

- b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
- c. For employees who retire between January 1, 2018 and June 30, 2019, and who enroll in the United Health Care Medicare Advantage, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District self-funded Delta Health Systems PPO, as permitted in this Agreement, until such time as the spouse or dependent reaches age 65, at which time the spouse or dependent must enroll in the United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits. It is the specific intent of the parties that this language in Article 21.B.2(c) shall sunset and be removed from the Agreement on June 30, 2019.
- d. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.

C. Retiree Contributions toward Benefits.

The District and the retiree will contribute towards costs in the same amount as specified in the Federation bargaining agreement in effect at the time of retirement. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The retiree must submit payment to the District one (1) month in advance.

D. Retirement Benefit Age 70 or Over. Employees who retire under Article 21.1.B.2 on or before December 31, 2017 shall receive an annual credit of up to four thousand dollars (\$4000) to be applied only to the District Delta Health Systems Medicare Supplemental PPO Plan or \$3000 towards the United Health Care Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

Employees who retire under Article 21.1.B on or after January 1, 2018 shall receive an annual credit of up to three thousand dollars (\$3,000) to be applied only to the UHC Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

21.2 Additional Recognition for Meritorious Service. Classified employees who retire with at least fifteen (15) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- A. Certificate for years of meritorious service to be presented by the Board of Trustees.
- B. Lifetime library pass from the College library of their choice.
- C. Lifetime staff pass.
- D. One (1) parking permit annually without charge.
- E. Use of campus fitness facilities during hours of open access for active employees.

21.3 Pre-retirement Reduced Work Load Option.

A. Pre-retirement Reduced Schedule. The District offers a pre-retirement program, which will allow partial employment for full-time employees approaching retirement. The program will give these employees an opportunity to experiment with retirement through a reduced work load.

1. The employees must have been employed by the District as a regular staff member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, as defined by the retirement system of which the employee is a member.
2. The employee shall have reached age fifty-five (55) years by the effective date of the reduced schedule and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.
3. The employee must agree to retire and terminate services with the District at the conclusion of the employee's pre-retirement program, which shall not exceed five (5) years, except by mutual agreement per Section 21.3.A.8 of this article.
4. The employee must make application for participation in this program to the Vice Chancellor of Human Resources. A copy of application must also be sent to the President of the Federation at least sixty (60) calendar days prior to the first day on which the work reduction is to be effective. The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.
5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be consistent with the needs of the department.
6. Except for the reduction in salary corresponding to the reduced workload, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District, in writing, to

deduct from the employee's pay such amounts as are necessary to pay the employee's one-hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.

7. An employee participating in the program is not eligible for professional leave.
8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five (5) year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this article. The agreement can be revoked or amended only with the mutual consent of the parties.

ARTICLE 22. DISCIPLINARY PROCEDURE.

22.1 A permanent classified employee may be subject to discipline for just cause, pursuant to the provisions of this article. It is the intent of the parties that employees and their supervisors shall have informal conversations, prior to the imposition of discipline, regarding the employee's possible need for improvement in the workplace. Performance or behavioral issues should be addressed as quickly as possible through communication and the earnest attempt to achieve mutual understanding.

22.2 Definition of Discipline. Discipline is defined as any action which will result in the involuntary reduction in hours, involuntary reduction in compensation, involuntary reduction in classification/demotion, involuntary reassignment, suspension, or dismissal of a bargaining unit member with permanent status. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

22.3 Purpose of Discipline. The desired outcome of discipline is to correct or remediate unsatisfactory performance or behavior.

22.4 Progressive Discipline. In most cases correction or remediation of unsatisfactory performance or behavior will be best achieved through the application of progressive discipline – a sequence of escalating actions that includes both corrective steps and disciplinary actions.

22.5 Employee Representation. The employee has the right to request Federation representation during disciplinary conferences between the employee and his/her supervisor.

22.6 Steps in Progressive Discipline. In most circumstances, the following sequence of steps shall be followed to provide progression of corrective and disciplinary actions for permanent employees:

A. Corrective Steps.

1. **Informal conference(s)** will be held between the supervisor and the employee to discuss the following: (1) performance standards and behaviors expected on the job; and (2) feedback on any problems regarding job performance or behavior.
2. **Verbal warning** will be given, at a meeting with the employee, if the performance has not improved or the previously discussed behavior has not been corrected. The

OPEB - Management & Confidential

A. Retirement with Fewer than 10 Years of Service. Management and confidential employees (assignment 75% or greater) hired prior to January 1, 2018, who are at least 55 years of age and retire under CalPERS or CalSTRS with less than ten years of continuous service to the District, but have five or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense. Employees retiring under these conditions are not eligible to receive a Medicare Supplement Credit from the District at age 70.

B. Retirement with 10 or More Years of Service. Management and confidential employees (assignment 75% or greater) hired prior to January 1, 2018, who are at least 55 years of age and retire under CalPERS or CalSTRS with ten or more years of continuous service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of 70 under the following conditions:

to the District one month in advance in order to remain eligible for the continuation of benefits.

E. Retirement Benefit Age 70 or over. Management and confidential employees (assignment 75% or greater) who retire on or prior to June 30, 2019 shall receive an annual credit of up to \$4,000 to be applied only to the District Delta Health Systems Medicare Supplemental PPO Plan, \$3,000 toward the District's United Health Care Medicare Advantage PPO Plan, or \$1,000 toward the District's Kaiser Senior Advantage HMO Plan at the age of 70. The credit shall not apply to any other HMO, dental, vision care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's death.

Management and confidential employees age 70 or over who retire on or after July 1, 2019 shall receive an annual credit of \$3,000 to be applied to the District's United Health Care Medicare Advantage PPO Plan or \$1,000 toward the District's Kaiser Senior Advantage Plan at the age of 70. The credit shall not apply to any other HMO, dental, vision care, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's death.

Retiree health benefits for represented employees are contained in the provisions of the applicable collective bargaining agreements.

Additional Recognition for Meritorious Service. In recognition of their meritorious service, management and confidential employees who retire in good standing and meet the District's service retirement criteria as defined by Board Policy, shall be issued a "retiree card" that entitles the retired employee to the following:

- A. Certificate for years of meritorious service to be presented by the Board.
- B. Lifetime use of college library (excluding access to subscription-based resources intended for students).
- C. One parking permit annually, without charge, upon request by the retiree.

In addition, recognition of meritorious service for other employee groups are contained in the provisions of the applicable collective bargaining agreement

Adopted February 5, 2003

Renumbered to BP 7827 from CCCD Policy 050-4-6, Spring 2011

Renumbered to BP 7380 from CCCD Policy 7827, January 15, 2014

Revised February 5, 2014

Combined revised BP 7865 Continuation of Insurance upon Retirement into BP 7380

Revised April 18, 2018

Summary Plan Description

2019-2020

Employee Benefits Overview



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Medicare Part D Notice: If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a federal law gives you more choices about your prescription drug coverage. Please see the Annual Notice beginning on page 24 for more details.



We've Got You Covered

At Coast Community College District, we believe that you, our employees, are our most important asset. Helping you and your family achieve and maintain good health—physical, emotional and financial—is the reason Coast Community College District offers you this benefits program. We are providing you with this overview to help you understand the benefits that are available to you and how to best use them. Please review it carefully and make sure to ask about any important issues that are not addressed here. A list of plan contacts is provided at the back of this summary.

While we've made every effort to make sure that this guide is comprehensive, it cannot provide a complete description of all benefit provisions. For more detailed information, please refer to your plan benefit booklets or summary plan descriptions (SPDs). The plan benefit booklets determine how all benefits are paid and should this guide differ from plan documents, the plan documents will always prevail.

The benefits in this summary are effective:

October 1, 2019 - September 30, 2020

Who Can You Cover?

WHO IS ELIGIBLE?

The following classes are eligible for the benefits outlined in this overview:

- **Active Full-Time Employees:** Faculty Employees, Classified Employees and Educational Administrators who are regularly scheduled to work from 75% through 100% of a full-time schedule.
- **Active Part-Time Employees:** Faculty Employees, Classified Employees and Educational Administrators regularly scheduled to work from 50% through 74% of a full-time schedule.
- **Active Part-Time Faculty:** Part-Time Faculty maintaining a minimum of 7.5 to 10 lecture hour equivalents by the third Monday of the Fall or Spring semester.

Faculty Employees are academic Contract Employees, Regular Employees, or Temporary Employees that provide services as an Instructor, Counselor, or Librarian and meet the minimum qualifications as established in Education Code.

Classified Employees are those in non-academic positions as defined in the Education Code.

Educational Administrators are academic managers as defined in the Education Code.

You can enroll the following family members in our medical, dental and vision plans.

- Your spouse – the person who you are legally married to under state law, including a same-sex spouse (a copy of the marriage certificate is required as proof).
- Your registered domestic partner (a copy of the Declaration of Domestic Partnership filed with the California Secretary of State is required as proof). Any premiums for your domestic partner paid for by Coast Community College District are taxable income and will be included on your W-2. Any premiums you pay for your domestic partner will be deducted on an after-tax basis.
- Your children—including biological, stepchildren, legally adopted, fostered, assigned under legal guardianship, or your domestic partner's children (a copy of the birth certificate is required as proof):

- Under the age of 26 are eligible to enroll in medical coverage. They do not have to live with you or be enrolled in school. They can be married and/or living and working on their own.
- Over age 26 ONLY if they are incapacitated due to a disability and primarily dependent on you for support.
- Named in a Qualified Medical Child Support Order (QMCSO) as defined by federal law.

Please refer to the Summary Plan Description for complete details on how benefits eligibility is determined.

WHO IS NOT ELIGIBLE?

Family members who are not eligible for coverage include (but are not limited to):

- Parents, grandparents, and siblings.
- Common law spouse
- Children over age 26

WHEN CAN I ENROLL?

Coverage for new employees begins on the first of the month following date of hire. However, coverage will be effective on the first day of employment, if the employment date is the first of the month and it is a scheduled work day for that employee. Please note that if you fail to enroll within 31 days after completion of the waiting period, you cannot enroll until the next open enrollment period unless you experience a qualifying event (see below).

Open enrollment is annually held in August/September. Open enrollment is the one time each year that employees can make changes to their benefit elections without a qualifying life event.

Make sure to notify the Benefits Office within 31 days if you do have a qualifying life event and need to make a change (add or drop) to your coverage election.

These changes include (but are not limited to):

- Birth or adoption of a baby or child
- Loss of other healthcare coverage
- Eligibility for new healthcare coverage
- Marriage
- Divorce

Making the Most of Your Benefits Program

Helping you and your family members stay healthy and making sure you use your benefits program to its best advantage is our goal in offering g this program. Here are a few things to keep in mind.

STAY WELL!

Harder than it sounds, of course, but many health problems are avoidable. Take action—from eating well, to getting enough exercise and sleep. Taking care of yourself takes care of a lot of potential problems.

ASK QUESTIONS AND STAY INFORMED

Know and understand your options before you decide on a course of treatment. Informed patients get better care. Ask for a second opinion if you're at all concerned.

GET A PRIMARY CARE PROVIDER (PCP)

Having a relationship with a PCP gives you a trusted person who knows your unique situation when you're having a health issue. Visit your PCP or clinic for non-emergency healthcare.

GOING TO THE DOCTOR?

To get the most out of your doctor visit, being organized and having a plan helps. Bring the following with you:

- Your plan ID card
- A list of your current medications
- A list of what you want to talk about with your doctor

If you need a medication, you could save money by asking your doctor if there are generics or generic alternatives for your specific medication.



AN APPLE A DAY

Eating moderately and well really does help keep the doctor away. Stay away from fat-heavy, processed foods and instead focus on whole grains, vegetables, and lean meats to be the healthiest you can be.

USING THE EMERGENCY ROOM

Did you know most ER visits are unnecessary? Use them only in a true emergency—like any situation where life, limb, and vision are threatened. Otherwise, call your doctor, your nurse line, or go to an Urgent Care clinic. You'll save a lot of money and time.

BE MED WISE!

Always follow your doctor's and pharmacist's instructions when taking medications. You can worsen your condition(s) by not taking your medication or by skipping doses. If your medication is making you feel worse, contact your doctor.

Medical

Medical coverage provides you with benefits that help keep you healthy like preventive care screenings and access to urgent care. It also provides important financial protection if you have a serious medical condition. Coast Community College District gives you a choice between four medical plans: HealthNow (Anthem Blue Cross) PPO plan, Blue Shield Access + HMO, Blue Shield TRIO HMO, and Kaiser Permanente HMO.

Effective 10/1/19 Acupuncture and Chiropractic benefits have been added to all the HMO plans! This means all the District's plans now have these benefits.

You should carefully evaluate each plan. Choosing your medical plan depends on your specific health care needs, doctor preferences, budget, and the type of coverage you prefer.

KAISER PERMANENTE - HMO

The Kaiser HMO plan offers comprehensive coverage and the convenience of coordinated care within Kaiser. With this plan, you'll always know what your costs are. There are no deductibles or percentages to figure out; you will be responsible for the plan's set co-pay amounts. And you can receive your care at any of the Kaiser locations, from a team of physician and nurses who want to see you at your best.

You can choose to receive care at any of the Kaiser medical facilities and affiliated physicians, depending on where you live. Whenever you go in to receive covered services, you'll only pay your copayment. You can choose your own personal primary care physician. And if you need to see a specialist, your physician can easily refer you. For some specialties, you don't even need a referral to get an appointment.

BLUE SHIELD - ACCESS + HMO

The primary objective of a Health Maintenance Organization (HMO) plan is to offer you and your dependents quality coverage at a lower cost. If you select the Blue Shield Access+ Full Network HMO, you must choose a primary care physician (PCP) and medical group, who will then coordinate your care through the carrier's Access+ HMO network of physicians and hospitals, resulting in cost savings for you. You will access most of your healthcare services through your PCP. When you do, you will pay just your copayment amount. You and your covered family members may choose to have the same or different PCPs.

BLUE SHIELD - TRIO ACO HMO

The Trio ACO HMO provider network includes a subset of Independent Practice Associations (IPA), medical groups, and affiliated physicians from Blue Shield's Access+ HMO network. This network extends throughout 22 California counties, and this plan offers members access to a network of providers that includes all specialists and levels of care. Like the Access+ Full Network HMO plan, this plan requires members to select a primary care physician (PCP) to coordinate and direct their healthcare needs.

With the Trio ACO network, you now have access to get brand and non-formulary medications.

HEALTHNOW (ANTHEM BLUE CROSS) - PPO

Preferred Provider Organization (PPO) plans are designed to provide you with choice and flexibility. They allow you to see any provider of your choice (in-network and out-of-network providers); however, by choosing to access care with a participating (in-network) provider, you will significantly reduce your out-of-pocket expenses. Participating providers are doctors, hospitals, pharmacies, and labs, etc., that participate in your carrier's network and have agreed to provide services at pre-negotiated reduced rates.

Employees who elect this plan will have access to Anthem's Network of Physicians and Facilities and Health Now will act as the plan's Third Party Administrator. HealthNow provides a variety of services – they process claims and make payments, audit hospital billings, coordinate very complicated health care arrangements, contract and maintain the PPO network listing – according to the specifications of the plan.

Medical (continued)

HEALTH ADVOCATES WITH HEALTHNOW

With HealthNow, the new Administrator for the Anthem PPO plan, employees who enroll in the PPO now have access to a Health Advocate! This comes at no additional cost to you.

A Health Advocate provides confidential support to help you make sense of healthcare and take control of your health. When you have healthcare issues, it can greatly affect your health and financial wellbeing.

The Health Advocate experts make healthcare easier by supporting you and your eligible family members with a wide range of health and insurance-related issues, all through a single toll-free number.

Help with Medical Care

- Learn more about your diagnosis and treatment
- Get answers to your questions about medical conditions
- Find out the latest research and most advanced approaches to care
- Connect with the right in-network doctors and specialists, obtain second opinions

Help with Administrative Issues

- Get answers to benefits, eligibility and coverage questions
- Navigate through copays, coinsurance and cost-sharing
- Get assistance transferring medical records
- Untangle medical bills and resolve claims and billing issues

Help On the Go

- Get personalized help improving your health and saving on healthcare costs
- Instantly upload relevant documents and forms
- View tips on important consumer topics like ways to save money on your healthcare expenses or how to make the most of your medical visits
- Access trusted information on virtually any health topic like weight loss, pregnancy, first aid, chronic conditions and much more
- Get 24/7 live support from your Personal Health Advocate, who is standing by to answer your questions or help you with any of your healthcare and insurance-related issues

Contact your Health Advocates today!

Phone: (866) 695-8622

Email: Answers@HealthAdvocate.com

Web: HealthAdvocate.com/members



Medical (continued)

	Blue Shield TRIO HMO	Blue Shield Access + HMO	Kaiser Permanente HMO
	In-Network	In-Network	In-Network
Annual Out-of-Pocket Max	\$1,000 \$3,000	\$2,000 \$6,000	\$1,500 \$3,000
Office Visit			
Primary Provider	\$5 copay	\$5 copay	\$5 copay
Specialist	\$5 copay	\$5 copay	\$5 copay
Preventive Services	Plan pays 100%	Plan pays 100%	\$5 copay
Chiropractic Care	\$10 (Limited to 30 visits combined with Acu)	\$10 (Limited to 30 visits combined with Acu)	\$15 (Limited to 30 visits combined with Acu)
Acupuncture Care	\$10 (Limited to 30 visits combined with Chiro)	\$10 (Limited to 30 visits combined with Chiro)	\$15 (Limited to 30 visits combined with Chiro)
Lab and X-ray	Plan pays 100%	Plan pays 100%	Plan pays 100%
Inpatient Hospitalization	Plan pays 100%	Plan pays 100%	Plan pays 100%
Outpatient Surgery	Plan pays 100%	Plan pays 100%	\$5 copay
Urgent Care	\$5 copay	\$5 copay	\$5 copay
Emergency Room	\$50 copay (waived if admitted)	\$50 copay (waived if admitted)	\$35 copay (waived if admitted)

Medical (continued)

HealthNow PPO Anthem Network

	In-Network	Out-Of-Network
Annual Deductible	\$250 per individual \$500 per family	\$500 per individual \$700 per family (combined with In-Network)
Annual Out-of-Pocket Max	\$500 per individual \$1,500 per family	\$700 per individual \$2,100 per family (combined with In-Network)
Office Visit		
Primary Provider	Plan pays 90%	Plan pays 75%
Specialist	Plan pays 90%	Plan pays 75%
Preventive Services	Plan pays 100% (deductible is waived)	Not covered
Chiropractic Care	Plan pays 90% (limited to 25 visits per calendar year)	Plan pays 75% (limited to 25 visits per calendar year)
Acupuncture Care	Plan pays 90% (limited to 25 visits per incident)	Plan pays 70% (limited to 25 visits per incident)
Lab and X-ray	Plan pays 90%	Plan pays 75%
Inpatient Hospitalization	Plan pays 90%	Plan pays 75%
Penalty deductibles	(\$200 per admission to a network hospital)	(\$400 per admission to a non-network hospital for non-emergency emissions and \$600 per admission to a non-network hospital when precertification is not obtained)
Outpatient Surgery	Plan pays 90% (Potentially cosmetic or investigative services require pre-authorization.)	Plan pays 75% (Potentially cosmetic or investigative services require pre-authorization.)
Urgent Care	Plan pays 90%	Plan pays 75%
Emergency Room	\$50 copay then plan pays 90% (copay waived if admitted)	\$50 copay then plan pays 90% (copay waived if admitted)

Prescription Drugs

If you enroll in medical coverage, you will automatically receive coverage for prescription drugs. Prescription drug coverage provides a benefit that is important to your overall health, whether you need a prescription for a short-term health issue like bronchitis or an ongoing condition like high blood pressure.

PPO THROUGH ESI

Employees enrolled in the PPO plan will have prescription drug through Express Scripts (formerly known as Medco). You have access to a vast number of retail pharmacies which can be used if you are taking a drug on a short-term basis. Visit the Express Scripts website at [Express-Scripts.com](https://www.express-scripts.com) for a list of participating providers in your area. Use Express Scripts by mail if you take regular medications and need an extended fill. Mail order forms can also be found on the website.

Smart 90 CVS

The Smart 90 CVS is an ESI program that allows you to fill a 90 – day supply. This is an alternative to the mail order system.

Vaccines through ESI

Members can now receive most vaccinations at your local pharmacy, not just your primary care physician.

Compound Management Program

This program saves you money by ensuring that you do not pay full price on a compounded medication. The ESI Compound Management Program includes a list of ingredients that are excluded from coverage. The exclusion list represents almost 85% of prescription drugs that are utilized for topical pain or base (e.g., cream). Talk to your doctor regarding a change in your compounded prescription if one (or more) of your compounded medications falls under the exclusion list.

KAISER HMO

Kaiser members can fill their prescriptions in person at one of Kaiser's pharmacies or by completing a Kaiser Mail-order form and dropping it in the mail. Members should receive their prescriptions within two weeks. Mail-order forms can be found on the Kaiser website or at any Kaiser pharmacy. You may be able to order refills from a Kaiser pharmacy, via mail order or through Kaiser's website at [KP.org/RxRefill](https://www.kp.org/RxRefill).

BLUE SHIELD ACCESS + AND TRIO HMO

Blue Shield members can fill their prescriptions in person at one of Blue Shield's participating pharmacies. You may visit the Blue Shield website at [BlueShieldCA.com](https://www.BlueShieldCA.com) for a list of participating providers in your area. Using the convenient mail service pharmacy can save you time and money. If you take a consistent dose of a covered maintenance drug for a chronic condition, such as diabetes or high blood pressure, you can receive up to a 90-day supply through the mail service pharmacy with a reduced copayment. Call the mail service pharmacy at (806) 346-7200.



Prescription Drugs (continued)

	HealthNow PPO (through ESI)		Blue Shield TRIO HMO	Blue Shield Access+ HMO	Kaiser Permanente HMO
	In-Network	Out-Of- Network	In-Network	In-Network	In-Network
Separate Rx Annual Out-of- Pocket Limit	\$6,350 per individual \$12,200 per family		Included with medical annual out-of-pocket maximum	Included with medical annual out-of- pocket maximum	Included with medical annual out-of-pocket maximum
Pharmacy					
Generic	\$5 copay	\$5 copay	\$5	\$5 copay	\$5 copay
Preferred Brand	\$12 copay	\$12 copay	\$10	\$10 copay	\$5 copay
Non-Preferred	\$12 copay	\$12 copay	\$25	N/A	N/A
Supply Limit	30 days	30 days	30 day	30 days	100 days
Mail Order					
Generic	\$5 copay	\$5 copay	\$10	\$10 copay	\$5 copay
Preferred Brand	\$12 copay	\$12 copay	\$20	\$20 copay	\$5 copay
Non-Preferred	\$12 copay	\$12 copay	\$50	N/A	N/A
Supply Limit	90 days	90 days	90 days	90 days	100 days



Dental

Regular visits to your dentists can protect more than your smile; they can help protect your health. Recent studies have linked gum disease to damage elsewhere in the body and dentists are able to screen for oral symptoms of many other diseases including cancer, diabetes, and heart disease.

Coast Community College District provides you with a comprehensive coverage through Delta Dental of California.

Delta Dental of California PPO¹

	In-Network ²	Out-Of-Network ²
Calendar Year Deductible	\$50 per individual \$100 per family	\$50 per individual (combined with in-network) \$100 per family (combined with in-network)
Annual Plan Maximum	\$3,200	\$3,000 (combined with in-network)
Diagnostic and Preventive (X-rays, Exams, and Cleanings)	Plan pays 80%	Plan pays 80%
Basic Services		
Fillings	Plan pays 80% after deductible	Plan pays 80% after deductible
Root Canals	Plan pays 80% after deductible	Plan pays 80% after deductible
Periodontics (Implants included)	Plan pays 80% after deductible	Plan pays 80% after deductible
Major Services (Crowns, inlays, onlays and cast restorations)	Plan pays 80% after deductible	Plan pays 80% after deductible
Prosthodontics (Bridges, Dentures and implants)	Plan pays 80% after deductible	Plan pays 80% after deductible
Orthodontic Services		
Orthodontia	Plan pays 60% after deductible	Plan pays 60% after deductible
Lifetime Maximum	\$3,000	\$3,000 (combined with in-network)

1. Limitations or waiting periods may apply for some benefits; some services may be excluded. Please refer to your Evidence of Coverage or Summary Plan Description for waiting periods and a list of benefit limitations and exclusions.
2. Reimbursement is based on PPO contracted fees for PPO dentists, Delta Dental Premier® contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.



Vision

Routine vision exams are important, not only for correcting vision but because they can detect other serious health conditions.

We offer you a vision plan through Vision Service Plan (VSP).

VSP

	In-Network	Out-Of-Network
Examination		
Benefit	\$5 copay	Plan pays up to \$45
Optomap (Retinal Screening)	\$0	Not Covered
Frequency	12 months	12 months
Eyeglass Lenses		
Single Vision Lens	Plan pays 100%	Plan pays up to \$45
Bifocal Lens	Plan pays 100%	Plan pays up to \$65
Trifocal Lens	Plan pays 100%	Plan pays up to \$85
Frequency	12 months	12 months
Frames		
Benefit	\$150 (20% discount on amount over allowance)	Plan pays up to \$47
Frequency	24 months	24 months
Contacts		
Benefit (Elective)	Up to \$120 (15% discount on amount over allowance; copay waived)	Up to \$105 (copay waived; instead of eyeglasses)
Frequency (in lieu of frames)	12 months	12 months

Extra Savings:

- Extra \$20 to spend on featured from brands. Go to vsp.com/specialoffers for details and information on additional discounts.
- 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from your VSP provider within 12 months of your last WellVision Exam.

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.



Flexible Spending Account (FSA)

A Flexible Spending Account lets you set aside money—before it's taxed—through payroll deductions. The money can be used for eligible healthcare and dependent day care expenses you and your family expect to have over the next year. The main benefit of using an FSA is that you reduce your taxable income, which means you have more money to spend. The catch is that you have to use the money in your account by our plan year's end (December 31, 2020). Otherwise, that money is lost, so plan carefully. You must re-enroll in this program each year. American Fidelity Assurance administers this program.

IMPORTANT CONSIDERATIONS

- Expenses must be incurred between 1/1/2020 and 12/31/20.
- Elections cannot be changed during the plan year, unless you have a qualified change in family status (and the election change must be consistent with the event).
- You can keep (roll-over) up to \$500 of unused money for use in the next plan year. Unused amounts above \$500 will be lost, so it is very important that you plan carefully before making your election.
- FSA funds can be used for you, your spouse, and your tax dependents only.
- You can obtain reimbursement for eligible expenses incurred by your spouse or tax dependent children, even if they are not covered on the Coast Community College District health plan.
- You cannot obtain reimbursement for eligible expenses for a domestic partner or their children, unless they qualify as your tax dependents (Important: questions about the tax status of your dependents should be addressed with your tax advisor).
- Keep your receipts. In most cases, you'll need to provide proof that your expenses were considered eligible for IRS purposes.

HEALTHCARE FSA ACCOUNT

This plan allows you to pay for eligible out-of-pocket healthcare expenses with pre-tax dollars. Eligible expenses include medical, dental, or vision costs including plan deductibles, copays, coinsurance amounts, and other non-covered healthcare costs for you and your tax dependents. You may access your entire annual election from the first day of the plan year and you can set aside up to \$2,700 this year.

DEPENDENT CARE FSA ACCOUNT

This plan allows you to pay for eligible out-of-pocket dependent care expenses with pre-tax dollars. Eligible expenses may include daycare centers, in-home child care, and before or after school care for your dependent children under age 13. Other individuals may qualify if they are considered your tax dependent and are incapable of self-care. It is important to note that you can access money only after it is placed into your dependent care FSA account.

All caregivers must have a tax ID or Social Security number. If you use the dependent care reimbursement account, the IRS will not allow you to claim a dependent care credit for reimbursed expenses. Consult your tax advisor to determine whether you should enroll in this plan. You can set aside up to \$5,000 per household (or \$2,500 if married and filing separately) for eligible dependent care expenses for the year.



Life and AD&D Insurance

If you have loved ones who depend on your income for support, having life and accidental death insurance can help protect your family's financial security. Life and Accidental Death & Dismemberment coverage is offered through Voya Financial.

BASIC LIFE AND AD&D

Basic Life Insurance pays your beneficiary a lump sum if you die. AD&D provides another layer of benefits to either you or your beneficiary if you suffer from loss of a limb, speech, sight, or hearing, or if you die in an accident. The cost of coverage is paid in full by the District for all benefits eligible employees working at least 50% to full-time.

Basic Life and AD&D Eligibility	
Class 1	Full-time faculty, full-time & part-time classified employees
Class 2	Board Members
Class 3	50% - 60% Part-Time Faculty Employees
Class 4	Retirees under age 70
Class 5	Deans and above
Class 6	Retired Deans and above
Class 7	Part-time faculty with 3.0+ Lecture Hour Equivalents and less than 7.5 Lecture Hour Equivalents

Taxes: Due to IRS regulations, a life insurance benefit of \$50,000 or more is considered a taxable benefit. You will see the value of the benefit included on your taxable income on your paycheck and W-2.

Basic Life Amount	
Class 1 & 4	1x annual salary to a minimum of \$75,000 up to a maximum of \$250,000 (in increments of \$5,000)
Class 2	\$100,000
Classes 3 & 7	\$25,000
Class 5 & 6	1x annual salary to a minimum of \$75,000 up to a maximum of \$500,000 (in increments of \$5,000)

Basic AD&D Amount	
Class 1	1x annual salary to a minimum of \$75,000 up to a maximum of \$250,000 (in increments of \$5,000)
Class 2	\$100,000
Classes 3 & 7	\$25,000
Classes 4 & 6	Not Applicable
Class 5	1x annual salary to a minimum of \$75,000 up to a maximum of \$500,000 (in increments of \$5,000)

Classes 1 & 5: Benefit amounts reduce to 50% of original coverage at age 70.
Classes 4 & 6: Benefits amount reduced to 0% at age 70

BASIC DEPENDENT LIFE

Basic Dependent Life (no AD&D) Insurance is also available to all eligible dependents in classes 1, 2, 4, 5 and 6 (not applicable to classes 3 & 7) and are 100% contributory. The amount of insurance for a dependent can be no more than 50% of your Basic Life Insurance Amount.

Basic Dependent Life Amount	
Spouse	\$10,000
Dependent Child(ren)	\$2,000

Life and AD&D Insurance, continued

SUPPLEMENTAL LIFE

Supplemental Life Insurance allows you to purchase additional life insurance to protect your family's financial security. Coverage is also provided by Voya Financial and is available for all active Full-Time Faculty, Full-Time Classified, Board Members, and Deans and above. Employees must be enrolled in order to elect coverage for dependents.

Employee Supplemental Life Amount	Increments of \$10,000 from \$20,000 to \$500,000, not to exceed 5x your annual salary
Spouse Supplemental Life Amount	Increments of \$10,000 from \$20,000 to \$250,000, not to exceed 50% of the total amount of Employee Supplemental Life coverage
Child(ren) Supplemental Life Amount	\$2,500 or \$5,000 for infant 6 months to 19 years and full-time students less than 23 years; children age 14 days but less than 6 months are covered for 20 percent of the elected amount

PLEASE NOTE: Benefit amounts for employees and spouses/domestic partners reduce to 50% of original coverage at age 70.

BENEFICIARY REMINDER: Make sure that you have named a beneficiary for your life insurance benefit. It's important to know that many states require that a spouse be named as the beneficiary, unless they sign a waiver.

EVIDENCE OF INSURABILITY: Depending on the amount of coverage you select, you may need to submit an Evidence of Insurability form, which involves providing the insurance company with additional information about your health.

GUARANTEED ISSUE:

New hires and their dependents are offered guaranteed issue amounts of coverage without having to complete an Evidence of Insurability form (EOI).

- Less than age 60: Up to the maximum guaranteed issue amount of \$150,000
- Age 60 or older: Up to the maximum guaranteed issue amount of \$75,000
- Spouse/Domestic Partners: Up to the maximum guaranteed issue amount of \$40,000
- Dependent Child(ren): No EOI needed

SUPPLEMENTAL AD&D

Supplemental AD&D Insurance allows you to purchase additional accidental death and dismemberment insurance to protect your family's financial security.

Employee Supplemental AD&D Amount	Coverage is available in an amount equal to elected Employee Supplemental Life Insurance
Spouse Supplemental AD&D Amount	Not Applicable
Child(ren) Supplemental AD&D Amount	Not Applicable

Disability Insurance

If you become disabled and cannot work, your financial security may be at risk. Protecting your income stream can provide you and your family with peace of mind.

SHORT-TERM DISABILITY INSURANCE

Short-Term Disability (STD) coverage pays you a benefit if you temporarily can't work because of an injury, illness, or maternity leave. This plan is 100% paid for by CCCD. The plan is offered through Voya and administered by Coast Community College District.

Classified employees must satisfy a waiting period of 12 months permanency in order to be eligible for this benefit. Faculty employees must satisfy a waiting period of 3 months permanency in order to be eligible of this benefit.

Benefit Amount	50% of base salary
Benefits Begin After:	
Accident & Sickness	14 calendar days of disability
Maximum Payment Period	100 days (classified) of disability 110 days (faculty) of disability OR Until your sick leave is exhausted

COVERAGE DETAILS

Your sick pay must be exhausted and you must be receiving half-pay sick leave in order for your STD benefits to kick in. Your half-pay sick leave and the 50% of your income STD benefit will equate to 100% of your base salary.

Please note that other income such as summer assignments, intersession, or overtime do not apply towards your base salary. However, base salary does include shift differential and professional development stipend for classified staff in effect at the time of disability.

STD benefits are paid for faculty overload assignments; however, overload benefits will be exhausted at the end of the first semester in which the employee is disabled.

Please note: District employees are not entitled to disability benefits through the State of California.

CLAIMS PROCESS

Please notify the District Benefits office if you are going to be totally disabled for longer than 14 calendar days. The Benefits Office will provide claim forms for you and your physician to complete.



Disability Insurance, continued

LONG-TERM DISABILITY INSURANCE

Long-Term Disability coverage pays you up to 60% of your salary at the time you were disabled if you can't work because an injury or illness prevents you from performing any of your job functions over a long time. It's important to know that benefits are reduced by income from other benefits you might receive while disabled, like workers' compensation and Social Security.

If you qualify, long-term disability benefits begin after all paid leaves have been exhausted. Coverage is provided by Voya Financial.

LTD Eligibility

Class 1	Full-time faculty employees and educational administrators with 5+ years of service in the State Teachers Retirement System (CalSTRS)
Class 2	Full-time faculty employees and educational administrators with less than 5 years in the State Teachers Retirement System (CalSTRS)
Class 3	Full-time and part-time classified employees with the Public Employees' Retirement System (CalPERS)
Class 4	Full-time and part-time managers with Public Employees' Retirement System (CalPERS)

LTD Benefit

Monthly Benefit Amount	Plan pays 60% of covered monthly earnings
Maximum Monthly Benefit	\$5,000
Benefits Begin After:	100 days of disability
Maximum Payment Period*	
Class 1	12 months
Classes 2, 3, & 4	Up to Social Security Normal Retirement Age

***Please note: The age at which the disability begins may affect the duration of the benefits.**

CLAIMS PROCESS

Voya claim forms should be completed approximately 30 days prior to the completion of your 100 work day "Elimination Period". Your elimination period will be the later of 100 days or end/exhaustion of accumulated sick leave, salary continuance and STD. The application process is coordinated through the District Benefits Office.



Other Programs

Here are some other valuable programs that you are eligible to participate in:

IRS SECTION 125

The Section 125 Plan is a voluntary plan that is administered by American Fidelity Assurance Company. District employees are able to pay their medical premiums (for employee and dependent coverage), dental premiums, cancer plan premiums, and accident plan premiums with pre-tax dollars. These premiums include the 0.8% of your annual salary cost for your medical insurance and the \$50 monthly cost for family medical coverage. Employees' premium contributions are automatically deducted from their salaries before taxes are taken out. Taxable income is reduced by the amount contributed, so employees pay less in taxes and have more take-home pay.

The open enrollment period for Section 125 Plans is August 1 to September 1 each year. The plan year is January 1 to December 31. For more information on Section 125 coverage, you may access American Fidelity's website at AmericanFidelity.com.

WELLNESS PROGRAM

The District Wellness Program sponsors classes and activities to identify personal risk factors in order to improve health. Health education, disease risk assessment and other wellness activities are being addressed by cancer screenings, blood pressure screenings, blood cholesterol measurements and diet and nutrition information. Be alert for Wellness Committee announcements of new activities and let the District Wellness Committee representatives know what you would like to see included in the District Wellness Program. Contact the District Benefits Office for a current list of Wellness Committee members.

EMPLOYEE ASSISTANCE PROGRAM

There are times when everyone needs a little help or advice. The confidential Employee Assistance Program (EAP) through Anthem Blue Cross can help you with things like stress, anxiety, depression, chemical dependency, relationship issues, legal issues, parenting questions, financial counseling, and dependent care resources. Best of all, it's free.

Our EAP with Anthem Blue Cross can arrange up to six free visits with licensed professionals for each issue you are facing.

Help is available 24/7, 365 days a year by calling (800) 999-7222. Other resources are available online at AnthemEAP.com, enter company code: CCCD. EAPs are available to ALL household members, even if they are not an eligible tax dependent.

LEGAL PROGRAM

Do you have an attorney on retainer? Most people don't. Our Legal Program offers you access to legal advice and even representation for an affordable monthly premium of \$17.50. Whether you need assistance reviewing a rental agreement, fighting a traffic ticket, creating a will, buying a house or navigating an IRS audit, Legal Insurance offers reputable legal assistance for you and your family. Hyatt Legal provides coverage for this program which includes telephonic advice and office consultations on an unlimited number of matters. Sign up during open enrollment. For more information, contact Hyatt at (800) 821-6400 or visit their website at Info.LegalPlans.com and enter password: GETLAW.

ACCIDENT PLAN

Help offset unexpected medical expenses that can result from covered accidental injuries.

Whether you're a weekend warrior, have an active lifestyle, or just have a busy family, accidents can happen to you anytime, anywhere. Being prepared for the unexpected can make all the difference.

American Fidelity's Limited Accident Only plan provides coverage for you and your family to help with those unforeseen accident expenses.



Other Programs, continued

LONG TERM CARE

Long-term care is help or supervision provided for someone with severe cognitive impairment or the inability to perform two or more activities of daily living such as: bathing, dressing, and eating. Services may be provided at home or in a facility—and care may be provided by a professional or informal caregiver, such as a friend or family member.

The odds of needing long-term care services may be greater than you think. A spinal cord injury, stroke, Parkinson's disease or Alzheimer's disease could leave you in need of long-term care services. Long-term care insurance helps to offset the cost of long-term care services.

As a benefits eligible contract employee, the District has made it possible for you to buy this valuable, portable coverage at group rates. You may enroll in American Fidelity's Long Term Care along with your spouse, parents and grandparents. In addition, the parents and grandparents of your spouse may also enroll. Retirees of the District and their spouses may also participate in the Long Term Care Plans. It's never too early to purchase coverage. And the younger you are when you first purchase long-term care insurance, generally the lower your premium for the life of your insurance plan, regardless of your age or health status in later years. For more information, contact American Fidelity at (800) 365-9180 or the District Benefits Office at (714) 438-6804 or Benefits@Mail.cccd.edu.

CANCER INSURANCE

Cancer Insurance is designed to help ease the financial pressures of cancer treatment, so you can focus on recovery. Benefit payments are made directly to you, helping you pay for expenses like copayments, inpatient stays, and house and car payments. Additionally, the Diagnostic and Prevention Benefit pays an indemnity amount for one covered internal cancer screening test per covered person per calendar year.

AMERICAN FIDELITY LIFE INSURANCE

It is impossible for life insurance to emotionally compensate for a loss, but it may help ease the financial obligations placed on your loved ones. American Fidelity's portable individual life insurance products can help.

- Term Life Insurance - Choose from 10, 20, or 30 year term periods. Rates are guaranteed not to increase during the initial term period that you choose.
- Permanent Life Insurance - A whole life insurance product that provides a guaranteed level death benefit, guaranteed cash value, and guaranteed level premiums for the life of the policy, provided premiums are paid as required.
- Permanent, Portable Life Insurance (PureLife-Plus) - A permanent, portable product that guarantees life insurance to age 121.

CRITICAL ILLNESS INSURANCE

If you were to experience a critical illness event, such as a heart attack or permanent damage due to a stroke, Limited Benefit Critical Illness Insurance may be able to help provide some financial protection so you can focus on your recovery.

- You choose your benefit amount: \$15,000, \$20,000 or \$25,000.
- Pays 100% of your benefit amount for a Critical Illness such as a heart attack, permanent damage due to a stroke, major organ failure, plus more.
- Cardiac Screening benefit for covered Cardiac Screening tests, which is available without a diagnosis of a Critical Illness and does not reduce your Critical Illness benefit amount.

A full list of covered tests will be provided in your certificate.

Key Terms

MEDICAL/GENERAL TERMS

Allowable Charge - The most that an in-network provider can charge you for an office visit or service.

Balance Billing - Non-network providers are allowed to charge you more than the plan's allowable charge. This is called Balance Billing.

Coinurance - The cost share between you and the insurance company. Coinsurance is always a percentage totaling 100%. For example, if the plan pays 70%, you are responsible for paying the remaining 30% of the cost.

Copay - The fee you pay to a provider at the time of service.

Deductible - The amount you have to pay out-of-pocket for expenses before the insurance company will cover any benefit costs for the year (except for preventive care and other services where the deductible is waived).

Explanation of Benefits (EOB) - The statement you receive from the insurance carrier that explains how much the provider billed, how much the plan paid (if any) and how much you owe (if any). In general, you should not pay a bill from your provider until you have received and reviewed your EOB (except for copays).

Family Deductible - The maximum dollar amount any one family will pay out in individual deductibles in a year.

Individual Deductible - The dollar amount a member must pay each year before the plan will pay benefits for covered services.

In-Network - Services received from providers (doctors, hospitals, etc.) who are a part of your health plan's network. In-network services generally cost you less than out-of-network services.

Out-of-Network - Services received from providers (doctors, hospitals, etc.) who are not a part of your health plan's network. Out-of-network services generally cost you more than in-network services. With some plans, such as HMOs and EPOs, out-of-network services are not covered.

Out-of-Pocket - Healthcare costs you pay using your own money, whether from your bank account, credit card, Health Reimbursement Account (HRA), Health Savings Account (HSA) or Flexible Spending Account (FSA).

Out-of-Pocket Maximum - The most you would pay out-of-pocket for covered services in a year. Once you reach your out-of-pocket maximum, the plan covers 100% of eligible expenses.

Preventive Care - A routine exam, usually yearly, that may include a physical exam, immunizations and tests for certain health conditions.

PRESCRIPTION DRUG TERMS

Brand Name Drug - A drug sold under its trademarked name. A generic version of the drug may be available.

Generic Drug - A drug that has the same active ingredients as a brand name drug, but is sold under a different name. Generics only become available after the patent expires on a brand name drug. For example, Tylenol is a brand name pain reliever commonly sold under its generic name, Acetaminophen.

Dispense as Written (DAW) - A prescription that does not allow for substitution of an equivalent generic or similar brand drug.

Maintenance Medications - Medications taken on a regular basis for an ongoing condition such as high cholesterol, high blood pressure, asthma, etc. Oral contraceptives are also considered a maintenance medication.

Non-Preferred Brand Drug - A brand name drug for which alternatives are available from either the plan's preferred brand drug or generic drug list. There is generally a higher copayment for a non-preferred brand drug.

Preferred Brand Drug - A brand name drug that the plan has selected for its preferred drug list. Preferred drugs are generally chosen based on a combination of clinical effectiveness and cost.

Specialty Pharmacy - Provides special drugs for complex conditions such as multiple sclerosis, cancer and HIV/AIDS.

Key Terms, continued

Step Therapy - The practice of starting to treat a medical condition with the most cost effective and safest drug therapy and progressing to other more costly or risky therapy, only if necessary.

DENTAL TERMS

Basic Services - Generally include coverage for fillings and oral surgery.

Diagnostic and Preventive Services - Generally include routine cleanings, oral exams, x-rays, sealants and fluoride treatments. Most plans limit preventive exams and cleanings to two times a year.

Endodontics - Commonly known as root canal therapy.

Implants - An artificial tooth root that is surgically placed into your jaw to hold a replacement tooth or bridge. Dental implants are not covered.

Major Services - Generally include restorative dental work such as crowns, bridges, dentures, inlays and onlays.

Orthodontia - Orthodontia services for children (and sometimes adults) to treat alignment of the teeth. Orthodontia services are limited to a \$3,000 lifetime maximum.

Periodontics - Diagnosis and treatment of gum disease.

Pre-Treatment Estimate - An estimate of how much the plan will pay for treatment. A pre-treatment estimate is not a guarantee of payment.

Important Plan Notices

Medicare Part D Notice

Important Notice from Coast Community College District (CCCD) About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with CCCD and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
 2. CCCD has determined that the prescription drug coverage offered by all of the plans are, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.
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When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your CCCD coverage will not be affected. See below for more information about what happens to your current coverage if you join a Medicare drug plan.

Important Note for Retiree Plans: Certain retiree plans will terminate RX coverage when an individual enrolls in Medicare Part D and individuals might not be able to re-enroll in that coverage. If completing this Notice for a retiree plan, review the plan provisions before completing this form and modify this section as needed.

Since the existing prescription drug coverage under all of the plans are creditable (e.g., as good as Medicare coverage), you can retain your existing prescription drug coverage and choose not to enroll in a Part D plan; or you can enroll in a Part D plan as a supplement to, or in lieu of, your existing prescription drug coverage.

If you do decide to join a Medicare drug plan and drop your CCCD prescription drug coverage, be aware that you and your dependents can only get this coverage back at open enrollment or if you experience an event that gives rise to a HIPAA Special Enrollment Right.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with CCCD and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the person listed below for further information.. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through CCCD changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 800-MEDICARE (800-633-4227). TTY users should call 877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at socialsecurity.gov, or call them at 800-772-1213 (TTY 800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date:	October 1, 2019
Name of Entity/Sender:	Coast Community College District
Contact-Position/Office:	District Benefits Office
Address:	1370 Adams Avenue, Costa Mesa, CA 92626
Phone Number:	(714) 438-6804

Important Plan Notices

Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the deductibles and coinsurance listed in the guide above apply. If you would like more information on WHCRA benefits, call your plan administrator.

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and

issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). If you would like more information on maternity benefits, call your plan administrator.

Notice of Choice of Providers

All of the HMO plans offered, generally require the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, the plans designate one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact CCCD's Benefit Administration team.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from your Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the plan administrator.

Availability of Privacy Practices Notice

We maintain the HIPAA Notice of Privacy Practices for Coast Community College District describing how health information about you may be used and disclosed. You may obtain a copy of the Notice of Privacy Practices by contacting our Benefit Administration team.

Important Plan Notices

HIPAA Notice of Special Enrollment Rights

If you decline enrollment in Coast Community College District's health plan for you or your dependents (including your spouse) because of other health insurance or group health plan coverage, you or your dependents may be able to enroll in CCCD's health plan without waiting for the next open enrollment period if you:

- Lose other health insurance or group health plan coverage. You must request enrollment within 31 days after the loss of other coverage.
- Gain a new dependent as a result of marriage, birth, adoption, or placement for adoption. You must request health plan enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.
- Lose Medicaid or Children's Health Insurance Program (CHIP) coverage because you are no longer eligible. You must request medical plan enrollment within 60 days after the loss of such coverage.

If you request a change due to a special enrollment event within the 31 day timeframe, coverage will be effective the date of birth, adoption or placement for adoption. For all other events, coverage will be effective the first of the month following your request for enrollment. In addition, you may enroll in CCCD's health plan if you become eligible for a state premium assistance program under Medicaid or CHIP. You must request enrollment within 60 days after you gain eligibility for medical plan coverage. If you request this change, coverage will be effective the first of the month following your request for enrollment. Specific restrictions may apply, depending on federal and state law.

Note: If your dependent becomes eligible for a special enrollment right, you may add the dependent to your current coverage or change to another health plan.

Notice of Grandfathered Plan Status

CCCD believes the Kaiser Permanente plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at the District Benefits Office at (714) 438-4793. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Important Plan Notices

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2019. Contact your State for more information on eligibility –

ALABAMA – Medicaid Website: http://myalhipp.com/ Phone: 1-855-692-5447	FLORIDA – Medicaid Website: http://flmedicaidprecovery.com/hipp/ Phone: 1-877-357-3268
ALASKA – Medicaid The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	GEORGIA – Medicaid Website: Medicaid www.medicaid.georgia.gov - Click on Health Insurance Premium Payment (HIPP) Phone: 404-656-4507
ARKANSAS – Medicaid Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	INDIANA – Medicaid Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: http://www.indianamedicaid.com Phone 1-800-403-0864
IOWA – Medicaid Website: http://dhs.iowa.gov/hawk-i Phone: 1-800-257-8563	KANSAS – Medicaid Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512

KENTUCKY – Medicaid	NEW HAMPSHIRE – Medicaid
Website: https://chfs.ky.gov Phone: 1-800-635-2570	Website: https://www.dhhs.nh.gov/oii/hipp.htm Phone: 603-271-5218 Toll-Free: 1-800-852-3345, ext 5218
LOUISIANA – Medicaid	NEW JERSEY – Medicaid and CHIP
Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE – Medicaid	NEW YORK – Medicaid
Website: http://www.maine.gov/dhhs/ofc/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711	Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831
MASSACHUSETTS – Medicaid and CHIP	NORTH CAROLINA – Medicaid
Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840	Website: https://dma.ncdhhs.gov/ Phone: 919-855-4100
MINNESOTA – Medicaid	NORTH DAKOTA – Medicaid
Website: https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739 or 651-431-2670	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
MISSOURI – Medicaid	OKLAHOMA – Medicaid and CHIP
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.insureoklahoma.org Phone: 1-888-365-3742
MONTANA – Medicaid	OREGON – Medicaid and CHIP
Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084	Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075
NEBRASKA – Medicaid	PENNSYLVANIA – Medicaid
Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462
NEVADA – Medicaid	RHODE ISLAND – Medicaid
Medicaid Website: http://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900	Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347
SOUTH CAROLINA – Medicaid	VIRGINIA – Medicaid and CHIP
Website: https://www.scdhhs.gov Phone: 1-888-549-0820	Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Phone: 1-855-242-8282

SOUTH DAKOTA - Medicaid Website: http://dss.sd.gov Phone: 1-888-828-0059	WASHINGTON – Medicaid Website: http://www.hca.wa.gov/free-or-low-cost-health-care/program-administration/premium-payment-program Phone: 1-800-562-3022 ext. 15473
TEXAS – Medicaid Website: http://gethipptexas.com/ Phone: 1-800-440-0493	WEST VIRGINIA – Medicaid Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
UTAH – Medicaid and CHIP Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	WISCONSIN – Medicaid and CHIP Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
VERMONT– Medicaid Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427	WYOMING – Medicaid Website: https://health.wyo.gov/healthcarefin/medicaid/ Phone: 307-777-7531

To see if any other states have added a premium assistance program since January 31, 2019, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

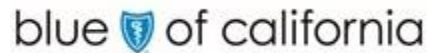
OMB Control Number 1210-0137 (expires 12/31/2019)

For Assistance

If you need to reach our plan providers, here is their contact information:

Plan Type	Provider	Phone Number	Website	Policy/Group #
District Benefits Office	Coast Community College District	(714) 438-6804	CCCD.edu/Employees/BenefitsInformation	N/A
Medical HMO	Blue Shield Access+	(855) 829-3566	BlueShieldCA.com/	W0069777
Medical HMO	Blue Shield TRIO	(888) 256-1915	BlueShieldCA.com/	W0069777
Medical HMO	Kaiser Permanente	(800) 464-4000	KP.org	105636
Medical PPO	HealthNow (Third Party Administrator)	(833) 806-1003	MyHNAS.com Find a provider: Anthem.com/CA	U33
Prescription Drug PPO	Express Scripts	(800) 282-2881	Express-Scripts.com	02837
Health Advocate	HealthNow	(866) 695-8622	HealthAdvocate.com/members	N/A
Dental	Delta Dental	(800) 765-6003	DeltaDentalIns.com	06639
Vision	VSP	(800) 877-7195	VSP.com	00246000
Life, AD&D & LTD	Voya Financial	Life, AD&D Claims: (888) 238-4840 LTD Claims: (800) 328-4090	Voya.com	0062930-8
STD	Voya and Coast Community College District	(714) 438-4727	N/A	N/A
Employee Assistance Program (EAP)	Anthem Blue Cross	(800) 999-7222	AnthemEAP.com	N/A
Legal	Hyatt Legal	(800) 821-6400	LegalPlans.com	3080010
Voluntary Benefits	American Fidelity Assurance Company	Customer Service: (800) 365-9180 Benefits: (800) 662-1113 Flex Account: (800) 325-0654	AmericanFidelity.com	LTC: 541761 Flex: 33805


Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services




custom Access+ HMO Zero Admit 5

Coverage Period: Beginning On or After 10/1/2020

Coverage for: Individual + Family | Plan Type: HMO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit bsca.com/policies or call 1-888-256-1915. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1-866-444-3272 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0.	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> and services listed in your complete terms of coverage.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at healthcare.gov/coverage/preventive-care-benefits .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000 per individual / \$6,000 per family for <u>participating providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Copayments</u> for certain services, <u>premiums</u> , and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See blueshieldca.com/fad or call 1-888-256-1915 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's</u> network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$5/visit	Not Covered	-----None-----
	<u>Specialist</u> visit	<i>Access+ Specialist: \$5/visit</i> <i>Other Specialist: \$5/visit</i>	Not Covered	Self-referral is available for Access+ Specialist visits.
	<u>Preventive care/screening</u> /immunization	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	<i>Lab & Path: No Charge</i> <i>X-Ray & Imaging: No Charge</i> <i>Other Diagnostic Examination: No Charge</i>	<i>Lab & Path: Not Covered</i> <i>X-Ray & Imaging: Not Covered</i> <i>Other Diagnostic Examination: Not Covered</i>	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. The services listed are at a freestanding location.
	Imaging (CT/PET scans, MRIs)	<i>Outpatient Radiology Center: No Charge</i> <i>Outpatient Hospital: No Charge</i>	<i>Outpatient Radiology Center: Not Covered</i> <i>Outpatient Hospital: Not Covered</i>	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at blueshieldca.com/	Tier 1	<i>Retail: \$5/prescription</i> <i>Mail Service: \$10/prescription</i>	<i>Retail: Not Covered</i> <i>Mail Service: Not Covered</i>	<u>Preauthorization</u> is required for select drugs. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. <i>Retail: Covers up to a 30-day supply;</i> <i>Mail Service: Covers up to a 90-day supply.</i>
	Tier 2	<i>Retail: \$10/prescription</i> <i>Mail Service: \$20/prescription</i>	<i>Retail: Not Covered</i> <i>Mail Service: Not Covered</i>	
	Tier 3	<i>Retail: Not Covered</i> <i>Mail Service: Not Covered</i>	<i>Retail: Not Covered</i> <i>Mail Service: Not Covered</i>	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
formulary	Tier 4	Retail and Network Specialty Pharmacies: 20% <u>coinsurance</u> up to \$200/prescription Mail Service: 20% <u>coinsurance</u> up to \$400/prescription	Retail: Not Covered Mail Service: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Retail and Network Specialty Pharmacies: Covers up to a 30-day supply; Specialty drugs must be obtained at a Network Specialty Pharmacy. Mail Service: Covers up to a 90-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgery Center: No Charge Outpatient Hospital: No Charge	Ambulatory Surgery Center: Not Covered Outpatient Hospital: Not Covered	-----None-----
	Physician/surgeon fees	No Charge	Not Covered	-----None-----
If you need immediate medical attention	<u>Emergency room care</u>	Facility Fee: \$50/visit Physician Fee: No Charge	Facility Fee: \$50/visit Physician Fee: No Charge	-----None-----
	<u>Emergency medical transportation</u>	No Charge	No Charge	This payment is for emergency or authorized transport.
	<u>Urgent care</u>	\$5/visit	Within <u>Plan</u> Service Area: Not Covered Outside <u>Plan</u> Service Area: \$5/visit	-----None-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	Physician/surgeon fees	No Charge	Not Covered	-----None-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit: \$5/visit Other Outpatient Services: No Charge Partial Hospitalization: No Charge Psychological Testing: No Charge	Office Visit: Not Covered Other Outpatient Services: Not Covered Partial Hospitalization: Not Covered Psychological Testing: Not Covered	<u>Preauthorization</u> is required except for office visits. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	Inpatient services	Physician Inpatient Services: No Charge Hospital Services: No Charge Residential Care: No Charge	Physician Inpatient Services: Not Covered Hospital Services: Not Covered Residential Care: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If you are pregnant	Office visits	No Charge	Not Covered	-----None-----
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	-----None-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	\$5/visit	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Coverage limited to 100 visits per member per calendar year.
	<u>Rehabilitation services</u>	Office Visit: \$5/visit Outpatient Hospital: \$5/visit	Office Visit: Not Covered Outpatient Hospital: Not Covered	-----None-----
	<u>Habilitation services</u>	Office Visit: \$5/visit Outpatient Hospital: \$5/visit	Office Visit: Not Covered Outpatient Hospital: Not Covered	
	<u>Skilled nursing care</u>	Freestanding SNF: No Charge Hospital-based SNF: No Charge	Freestanding SNF: Not Covered Hospital-based SNF: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Coverage limited to 100 days per member per benefit period.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	<u>Hospice services</u>	No Charge	Not Covered	<u>Preauthorization</u> is required except for pre-hospice consultation. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	-----None-----
	Children's glasses	Not Covered	Not Covered	-----None-----
	Children's dental check-up	Not Covered	Not Covered	-----None-----

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | | |
|-----------------------|--|----------------------------|------------------------|
| • Cosmetic surgery | • Long-term care | • Private-duty nursing | • Routine foot care |
| • Dental care (Adult) | • Non-emergency care when traveling outside the U.S. | • Routine eye care (Adult) | • Weight loss programs |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | | |
|---------------------|---------------------|----------------|-------------------------|
| • Acupuncture | • Chiropractic Care | • Hearing Aids | • Infertility Treatment |
| • Bariatric surgery | | | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice or assistance, contact: Blue Shield Customer Service at 1-888-256-1915 or the Department of Labor's Employee Benefits Security Administration at **1-866-444-EBSA (3272)** or dol.gov/ebsa/healthreform. Additionally, you can contact the California Department of Managed Health Care Help at 1-888-466-2219 or visit helpline@dmhc.ca.gov or visit <http://www.healthhelp.ca.gov>.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

English: For assistance in English at no cost, call 1-866-346-7198.

Spanish (Español): Para obtener asistencia en Español sin cargo, llame al 1-866-346-7198.

Tagalog (Tagalog): Kung kailanganninyo ang libreng tulong sa Tagalog tumawag sa 1-866-346-7198.

Chinese (中文): 如果需要中文的免费帮助, 请拨打这个号码1-866-346-7198.

Navajo (Dine): Diné k'ehjí doo bą́ąh ílínígó shíka' at'oowoł nínízingo, kwijí' hodiílnih 1-866-346-7198.

Vietnamese (Tiếng Việt): Để được hỗ trợ miễn phí tiếng Việt, vui lòng gọi đến số 1-866-346-7198.

Korean (한국어): 한국어도움이 필요하시면, 1-866-346-7198 무료전화 로전화하십시오.

Armenian (Հայերեն): Հայերեն լեզվում անվճար օգնություն ստանալու համար խնդրում ենք զանգահարել 1-866-346-7198.

Russian (Русский): если нужна бесплатная помощь на русском языке, то позвоните 1-866-346-7198.

Japanese (日本語): 日本語支援が必要な場合1-866-346-7198に電話をかけてください。無料で提供します。

Persian (فارسی): برای دریافت کمک رایگان زبان فارسی، لطفاً با شماره تلفن 1-866-346-7198 تماس بگیرید.

Punjabi (ਪੰਜਾਬੀ): ਪੰਜਾਬੀ ਵਿਚ ਸਹਾਇਤਾ ਲਈ ਕਿਰਪਾ ਕਰਕੇ 1-866-346-7198 'ਤੇ ਕਾਲ ਕਰੋ।

Khmer (ភាសាខ្មែរ): សូមជំនួយភាសាខ្មែរឥតគិតថ្លៃសម្រាប់អ្នកដែលមានបញ្ហា 1-866-346-7198។

Arabic (العربية): للحصول على المساعدة في اللغة العربية مجاناً، تفضل باتصال على هذا الرقم: 1-866-346-7198.

Hmong (Hnoob): Xav tau kev pab dawb lub Hmoob, thov hu rau 1-866-346-7198.

Hindi (हिन्दी): हिन्दी में बिना खर्च के सहायता के लिए, 1-866-346-7198 पर कॉल करें।

Thai (ไทย): สำหรับความช่วยเหลือเป็นภาษาไทยโดยไม่มีค่าใช้จ่ายโปรดโทร 1-866-346-7198

Laotian (ພາສາລາວ): ສໍາລັບການຊ່ວຍເຫຼືອເປັນພາສາລາວແບບບໍ່ເສຍຄ່າ, ກະລຸນາໂທ1-866-346-7198.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of participating pre-natal care and a hospital delivery)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$80

Managing Joe's Type 2 Diabetes

(a year of routine participating care of a well-controlled condition)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$330
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Joe would pay is	\$390

Mia's Simple Fracture

(participating emergency room visit and follow up care)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
---------------------------	----------------

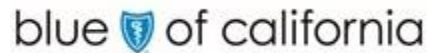
In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$30

The plan would be responsible for the other costs of these EXAMPLE covered services.

Blue Shield of California is an independent member of the Blue Shield Association.


Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services




custom Trio HMO Zero Admit 5

Coverage Period: Beginning On or After 10/1/2020

Coverage for: Individual + Family | Plan Type: HMO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit bsca.com/policies or call 1-855-829-3566. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1-866-444-3272 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0.	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> and services listed in your complete terms of coverage.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at healthcare.gov/coverage/preventive-care-benefits .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,000 per individual / \$3,000 per family for <u>participating providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Copayments</u> for certain services, <u>premiums</u> , and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See blueshieldca.com/fad or call 1-855-829-3566 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's</u> network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$5/visit	Not Covered	-----None-----
	<u>Specialist</u> visit	<i>Trio+ Specialist: \$5/visit Other Specialist: \$5/visit</i>	Not Covered	Self-referral is available for Trio+ Specialist visits.
	<u>Preventive care/screening</u> /immunization	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	<i>Lab & Path: No Charge X-Ray & Imaging: No Charge Other Diagnostic Examination: No Charge</i>	<i>Lab & Path: Not Covered X-Ray & Imaging: Not Covered Other Diagnostic Examination: Not Covered</i>	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. The services listed are at a freestanding location.
	Imaging (CT/PET scans, MRIs)	<i>Outpatient Radiology Center: No Charge Outpatient Hospital: No Charge</i>	<i>Outpatient Radiology Center: Not Covered Outpatient Hospital: Not Covered</i>	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at blueshieldca.com/	Tier 1	<i>Retail: \$5/prescription Mail Service: \$10/prescription</i>	<i>Retail: Not Covered Mail Service: Not Covered</i>	<u>Preauthorization</u> is required for select drugs. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. <i>Retail: Covers up to a 30-day supply; Mail Service: Covers up to a 90-day supply.</i>
	Tier 2	<i>Retail: \$10/prescription Mail Service: \$20/prescription</i>	<i>Retail: Not Covered Mail Service: Not Covered</i>	
	Tier 3	<i>Retail: \$25/prescription Mail Service: \$50/prescription</i>	<i>Retail: Not Covered Mail Service: Not Covered</i>	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
formulary	Tier 4	Retail and Network Specialty Pharmacies: 20% <u>coinsurance</u> up to \$200/prescription Mail Service: 20% <u>coinsurance</u> up to \$400/prescription	Retail: Not Covered Mail Service: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Retail and Network Specialty Pharmacies: Covers up to a 30-day supply; Specialty drugs must be obtained at a Network Specialty Pharmacy. Mail Service: Covers up to a 90-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgery Center: No Charge Outpatient Hospital: No Charge	Ambulatory Surgery Center: Not Covered Outpatient Hospital: Not Covered	-----None-----
	Physician/surgeon fees	No Charge	Not Covered	-----None-----
If you need immediate medical attention	<u>Emergency room care</u>	Facility Fee: \$50/visit Physician Fee: No Charge	Facility Fee: \$50/visit Physician Fee: No Charge	-----None-----
	<u>Emergency medical transportation</u>	No Charge	No Charge	This payment is for emergency or authorized transport.
	<u>Urgent care</u>	\$5/visit	Within <u>Plan</u> Service Area: Not Covered Outside <u>Plan</u> Service Area: \$5/visit	-----None-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	Physician/surgeon fees	No Charge	Not Covered	-----None-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit: \$5/visit Other Outpatient Services: No Charge Partial Hospitalization: No Charge Psychological Testing: No Charge	Office Visit: Not Covered Other Outpatient Services: Not Covered Partial Hospitalization: Not Covered Psychological Testing: Not Covered	<u>Preauthorization</u> is required except for office visits. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	Inpatient services	Physician Inpatient Services: No Charge Hospital Services: No Charge Residential Care: No Charge	Physician Inpatient Services: Not Covered Hospital Services: Not Covered Residential Care: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If you are pregnant	Office visits	No Charge	Not Covered	-----None-----
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	-----None-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	\$5/visit	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Coverage limited to 100 visits per member per calendar year.
	<u>Rehabilitation services</u>	Office Visit: \$5/visit Outpatient Hospital: \$5/visit	Office Visit: Not Covered Outpatient Hospital: Not Covered	-----None-----
	<u>Habilitation services</u>	Office Visit: \$5/visit Outpatient Hospital: \$5/visit	Office Visit: Not Covered Outpatient Hospital: Not Covered	
	<u>Skilled nursing care</u>	Freestanding SNF: No Charge Hospital-based SNF: No Charge	Freestanding SNF: Not Covered Hospital-based SNF: Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits. Coverage limited to 100 days per member per benefit period.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Preauthorization</u> is required. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
	<u>Hospice services</u>	No Charge	Not Covered	<u>Preauthorization</u> is required except for pre-hospice consultation. Failure to obtain <u>preauthorization</u> may result in non-payment of benefits.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	-----None-----
	Children's glasses	Not Covered	Not Covered	-----None-----
	Children's dental check-up	Not Covered	Not Covered	-----None-----

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | | |
|-----------------------|--|----------------------------|------------------------|
| • Cosmetic surgery | • Long-term care | • Private-duty nursing | • Routine foot care |
| • Dental care (Adult) | • Non-emergency care when traveling outside the U.S. | • Routine eye care (Adult) | • Weight loss programs |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | | |
|---------------------|---------------------|----------------|-------------------------|
| • Acupuncture | • Chiropractic Care | • Hearing Aids | • Infertility Treatment |
| • Bariatric surgery | | | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice or assistance, contact: Blue Shield Customer Service at 1-855-829-3566 or the Department of Labor's Employee Benefits Security Administration at **1-866-444-EBSA (3272)** or dol.gov/ebsa/healthreform. Additionally, you can contact the California Department of Managed Health Care Help at 1-888-466-2219 or visit helpline@dmhc.ca.gov or visit <http://www.healthhelp.ca.gov>.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

English: For assistance in English at no cost, call 1-866-346-7198.

Spanish (Español): Para obtener asistencia en Español sin cargo, llame al 1-866-346-7198.

Tagalog (Tagalog): Kung kailanganninyo ang libreng tulong sa Tagalog tumawag sa 1-866-346-7198.

Chinese (中文): 如果需要中文的免费帮助, 请拨打这个号码1-866-346-7198.

Navajo (Dine): Diné k'ehjí doo bą́ąh ílínígó shíka' at'oowoł nínízingo, kwijí' hodiílnih 1-866-346-7198.

Vietnamese (Tiếng Việt): Để được hỗ trợ miễn phí tiếng Việt, vui lòng gọi đến số 1-866-346-7198.

Korean (한국어): 한국어도움이 필요하시면, 1-866-346-7198 무료전화 로전화하십시오.

Armenian (Հայերեն): Հայերեն լեզվում անվճար օգնություն ստանալու համար խնդրում ենք զանգահարել 1-866-346-7198.

Russian (Русский): если нужна бесплатная помощь на русском языке, то позвоните 1-866-346-7198.

Japanese (日本語): 日本語支援が必要な場合1-866-346-7198に電話をかけてください。無料で提供します。

Persian (فارسی): برای دریافت کمک رایگان زبان فارسی، لطفاً با شماره تلفن 1-866-346-7198 تماس بگیرید.

Punjabi (ਪੰਜਾਬੀ): ਪੰਜਾਬੀ ਵਿਚ ਸਹਾਇਤਾ ਲਈ ਕਿਰਪਾ ਕਰਕੇ 1-866-346-7198 'ਤੇ ਕਾਲ ਕਰੋ।

Khmer (ភាសាខ្មែរ): សូមជំនួយភាសាខ្មែរឥតគិតថ្លៃសម្រាប់អ្នកដែលមានបញ្ហា 1-866-346-7198។

Arabic (العربية): للحصول على المساعدة في اللغة العربية مجاناً، تفضل باتصال على هذا الرقم: 1-866-346-7198.

Hmong (Hnoob): Xav tau kev pab dawb lub Hmoob, thov hu rau 1-866-346-7198.

Hindi (हिन्दी): हिन्दी में बिना खर्च के सहायता के लिए, 1-866-346-7198 पर कॉल करें।

Thai (ไทย): สำหรับความช่วยเหลือเป็นภาษาไทยโดยไม่มีค่าใช้จ่ายโปรดโทร 1-866-346-7198

Laotian (ພາສາລາວ): ສໍາລັບການຊ່ວຍເຫຼືອເປັນພາສາລາວແບບບໍ່ເສຍຄ່າ, ກະລຸນາໂທ1-866-346-7198.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of participating pre-natal care and a hospital delivery)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$80

Managing Joe's Type 2 Diabetes

(a year of routine participating care of a well-controlled condition)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$330
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Joe would pay is	\$390

Mia's Simple Fracture

(participating emergency room visit and follow up care)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$5
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$30

The plan would be responsible for the other costs of these EXAMPLE covered services.

Blue Shield of California is an independent member of the Blue Shield Association.

Archive

October 19, 2021

Dr. Andy Dunn
Vice Chancellor of Administrative Services
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

RE: 2020-2021 Updates to the District's Futuris Comprehensive Compliance Plan

Andy:

As part of Keenan's annual review of the Futuris Comprehensive Compliance Plan and based on the information provided in the enclosed Ongoing OPEB Questionnaire & Due Diligence, Keenan Financial Services has completed a review of the current retiree health benefits and other post employment benefits (OPEB) for the District.

According to the information provided, no changes occurred during the past plan year (July 1, 2020 – June 30, 2021) that would require updates to the District's Substantive Plan Volume II. Please accept the updated electronic copy of the District's Substantive Plan Volume II, and file accordingly

Any changes that take place after June 30, 2021 will be captured during the next annual review of the Futuris Comprehensive Compliance plan.

Thank you for allowing us to service the Coast CCD Futuris Public Entity Investment Program. Please let us know if you have any questions.

Sincerely,

Roslyn Washington
Assistant Vice President
Keenan Financial Service
(800) 444-9995x3610

Enclosures

Ongoing OPEB Questionnaire & Due Diligence

PUBLIC ENTITY EMPLOYER NAME: _____

PLAN YEAR: _____ July 1, 2020 – June 30, 2021 _____

To help us understand & determine ongoing Other Post Employment Benefits (OPEB) provided for retirees of the Public Entity Employer, please complete the following questionnaire.

- 1 To determine OPEB ongoing liabilities, has a current Actuarial Valuation Report been produced & updated per GASB mandates? ☐ Yes ☐ No
Date of most current Actuarial Valuation Report _____

- 2 Who is the Actuary that completed the Valuation Report?
- _____

- 3 Have there been any changes/modifications to Bargaining Agreements recently (within this past year) that affect Retirees OPEB? ☐ Yes ☐ No

▪ **Certificated**

Date of most current Bargaining Agreement _____

▪ **Classified**

Date of most current Bargaining Agreement _____

▪ **Management BOARD POLICY**

Date of most current Bargaining Agreement _____

▪ **Other Confidential BOARD POLICY**

Date of most current Bargaining Agreement _____

- 4 Have there been modifications of program provisions or changes in insurance carriers of the Health Benefits Program provided to Retirees of the Employer in the past year? ☐ Yes ☐ No

If the answer to No. 4 is Yes, please list any changes below or on a separate page.

Ongoing OPEB Questionnaire & Due Diligence

- 5 Are Spouses, Domestic Partners or Dependents covered under the Health Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 6 Have there been modifications of program provisions or changes in insurance carriers of the Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

If the answer to No. 6 is Yes, please list the changes below:

- 7 Are Spouses, Domestic Partners or Dependents covered under Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 8 Have there been any modifications of any separate Prescription Drug Plan provided for Retirees of the Employer (including benefits for dependents)? ☐ Yes ☐ No

If the answer to No. 8 is Yes, please indicate all changes below or on a separate page.

- 9 Are Long Term Care Benefits provided for Retirees of the Employer? ☐ Yes ☐ No

Ongoing OPEB Questionnaire & Due Diligence

- 10 Are there any changes to other insurance coverage provided for Retirees of the Employer, including their dependents? (i.e., Life Insurance, change of carriers, changes regarding how much of the premium is paid by the Employer versus the Retiree, etc.) ☐ Yes ☐ No

If the answer to No. 10 is Yes, please list additional insurance coverage and any changes below or on a separate page :

- 11 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the cost of any post retirement benefits (other than pension benefits). This would be applicable to any employee or employee contract or bargaining agreement that may be in place between the employee(s), the bargaining unit and the Employer. ☐ Yes ☐ No

- 12 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the costs, of any dependent of a retired Employee of the Employer? ☐ Yes ☐ No

If the answer to No. 12 is Yes, please list additional costs, benefits, etc. below or on a separate page

- 13 There are NO updates required at this time. ☐

QUESTIONNAIRE

COMPLETED BY: _____

PUBLIC ENTITY

EMPLOYER

ACKNOWLEDGEMENT: _____

DATE: _____

Keenan

Financial Services

Innovative Solutions.
Enduring Principles.

2355 Crenshaw Blvd
Suite 200
Torrance, CA 90501

310 212-3344
310 533-1329 fax
www.keenan.com/FS
Insurance License
No. 0451271

August 20, 2020

Dr. Andy Dunn
Vice Chancellor of Administrative Services
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

RE: 2019-2020 Updates to the District's Futuris Comprehensive Compliance Plan

Andy:

As part of Keenan's annual review of the Futuris Comprehensive Compliance Plan and based on the information provided in the enclosed OPEB Questionnaire & Due Diligence, Keenan Financial Services has completed a review of the current retiree health benefits and other post employment benefits (OPEB) for the District.

According to the information provided, no changes occurred during the past plan year (July 1, 2019 – June 30, 2020) that would require updates to the District's Substantive Plan Volume II. Please accept the updated electronic copy of the District's Substantive Plan Volume II, and file accordingly

Any changes that take place after June 30, 2020 will be captured during the next annual review of the Futuris Comprehensive Compliance plan.

Thank you for allowing us to service the Coast CCD Futuris Public Entity Investment Program. Please let us know if you have any questions.

Sincerely,

Roslyn Washington
Assistant Vice President
Keenan Financial Service
(800) 444-9995x3610

Enclosures

Ongoing OPEB Questionnaire & Due Diligence

PUBLIC ENTITY EMPLOYER NAME: _____

PLAN YEAR: _____ July 1, 2019 – June 30, 2020 _____

To help us understand & determine ongoing Other Post Employment Benefits (OPEB) provided for retirees of the Public Entity Employer, please complete the following questionnaire.

- 1 To determine OPEB ongoing liabilities, has a current Actuarial Valuation Report been produced & updated per GASB mandates? ☐ Yes ☐ No
Date of most current Actuarial Valuation Report _____

- 2 Who is the Actuary that completed the Valuation Report?
- _____

- 3 Have there been any changes/modifications to Bargaining Agreements recently (within this past year) that affect Retirees OPEB? ☐ Yes ☐ No

▪ **Certificated**

Date of most current Bargaining Agreement _____

▪ **Classified**

Date of most current Bargaining Agreement _____

▪ **Management** **BOARD POLICY**

Date of most current Bargaining Agreement _____

▪ **Other Confidential** **BOARD POLICY**

Date of most current Bargaining Agreement _____

- 4 Have there been modifications of program provisions or changes in insurance carriers of the Health Benefits Program provided to Retirees of the Employer in the past year? ☐ Yes ☐ No

If the answer to No. 4 is Yes, please list any changes below or on a separate page.

Ongoing OPEB Questionnaire & Due Diligence

- 5 Are Spouses, Domestic Partners or Dependents covered under the Health Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 6 Have there been modifications of program provisions or changes in insurance carriers of the Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

If the answer to No. 6 is Yes, please list the changes below:

- 7 Are Spouses, Domestic Partners or Dependents covered under Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 8 Have there been any modifications of any separate Prescription Drug Plan provided for Retirees of the Employer (including benefits for dependents)? ☐ Yes ☐ No

If the answer to No. 8 is Yes, please indicate all changes below or on a separate page.

- 9 Are Long Term Care Benefits provided for Retirees of the Employer? ☐ Yes ☐ No

Ongoing OPEB Questionnaire & Due Diligence

- 10 Are there any changes to other insurance coverage provided for Retirees of the Employer, including their dependents? (i.e., Life Insurance, change of carriers, changes regarding how much of the premium is paid by the Employer versus the Retiree, etc.) ☐ Yes ☐ No

If the answer to No. 10 is Yes, please list additional insurance coverage and any changes below or on a separate page :

- 11 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the cost of any post retirement benefits (other than pension benefits). This would be applicable to any employee or employee contract or bargaining agreement that may be in place between the employee(s), the bargaining unit and the Employer. ☐ Yes ☐ No

- 12 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the costs, of any dependent of a retired Employee of the Employer? ☐ Yes ☐ No

If the answer to No. 12 is Yes, please list additional costs, benefits, etc. below or on a separate page

- 13 There are NO updates required at this time. ☐

QUESTIONNAIRE

COMPLETED BY: _____

PUBLIC ENTITY

EMPLOYER

ACKNOWLEDGEMENT: _____

DATE: _____

Keenan

Financial Services

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Enduring Principles.

2355 Crenshaw Blvd.
Suite 200
Torrance, CA 90501

310 212-3344
310 533-1329 fax
www.keenan.com/FS
Insurance License
No. 0451271

September 5, 2019

Dr. Andy Dunn
Vice Chancellor of Administrative Services
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

RE: 2018-2019 Updates to the District's Futuris Comprehensive Compliance Plan

Andy:

As part of Keenan's annual review of the Futuris Comprehensive Compliance Plan and based on the information provided in the enclosed Ongoing OPEB Questionnaire & Due Diligence, Keenan Financial Services has completed a review of the current retiree health benefits and other post employment benefits (OPEB) for the District.

According to the information provided, changes occurred during the past plan year (July 1, 2018 – June 30, 2019) that would require updates to the District's Substantive Plan Volume II. Please accept the updated electronic copy of the District's Substantive Plan Volume II, and file accordingly

Any changes that take place after June 30, 2019 will be captured during the next annual review of the Futuris Comprehensive Compliance plan.

Thank you for allowing us to service the Coast CCD Futuris Public Entity Investment Program. Please let us know if you have any questions.

Sincerely,



Roslyn Washington
Assistant Vice President
Keenan Financial Service
(800) 444-9995x3610

Enclosures

Ongoing OPEB Questionnaire & Due Diligence

PUBLIC ENTITY EMPLOYER NAME: _____

PLAN YEAR: _____ July 1, 2018 – June 30, 2019 _____

To help us understand & determine ongoing Other Post Employment Benefits (OPEB) provided for retirees of the Public Entity Employer, please complete the following questionnaire.

- 1 To determine OPEB ongoing liabilities, has a current Actuarial Valuation Report been produced & updated per GASB mandates? ☐ Yes ☐ No
Date of most current Actuarial Valuation Report _____

- 2 Who is the Actuary that completed the Valuation Report?
- _____

- 3 Have there been any changes/modifications to Bargaining Agreements recently (within this past year) that affect Retirees OPEB? ☐ Yes ☐ No

▪ **Certificated**

Date of most current Bargaining Agreement _____

▪ **Classified**

Date of most current Bargaining Agreement _____

▪ **Management**

Date of most current Bargaining Agreement _____

▪ **Other Confidential**

Date of most current Bargaining Agreement _____

- 4 Have there been modifications of program provisions or changes in insurance carriers of the Health Benefits Program provided to Retirees of the Employer in the past year? ☐ Yes ☐ No

If the answer to No. 4 is Yes, please list any changes below or on a separate page.

Ongoing OPEB Questionnaire & Due Diligence

- 5 Are Spouses, Domestic Partners or Dependents covered under the Health Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 6 Have there been modifications of program provisions or changes in insurance carriers of the Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

If the answer to No. 6 is Yes, please list the changes below:

- 7 Are Spouses, Domestic Partners or Dependents covered under Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 8 Have there been any modifications of any separate Prescription Drug Plan provided for Retirees of the Employer (including benefits for dependents)? ☐ Yes ☐ No

If the answer to No. 8 is Yes, please indicate all changes below or on a separate page.

- 9 Are Long Term Care Benefits provided for Retirees of the Employer? ☐ Yes ☐ No

Ongoing OPEB Questionnaire & Due Diligence

- 10 Are there any changes to other insurance coverage provided for Retirees of the Employer, including their dependents? (i.e., Life Insurance, change of carriers, changes regarding how much of the premium is paid by the Employer versus the Retiree, etc.) ☐ Yes ☐ No

If the answer to No. 10 is Yes, please list additional insurance coverage and any changes below or on a separate page :

- 11 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the cost of any post retirement benefits (other than pension benefits). This would be applicable to any employee or employee contract or bargaining agreement that may be in place between the employee(s), the bargaining unit and the Employer. ☐ Yes ☐ No

- 12 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the costs, of any dependent of a retired Employee of the Employer? ☐ Yes ☐ No

If the answer to No. 12 is Yes, please list additional costs, benefits, etc. below or on a separate page

- 13 There are **NO** updates required at this time. ☐

QUESTIONNAIRE

COMPLETED BY: _____

PUBLIC ENTITY

EMPLOYER

ACKNOWLEDGEMENT: _____

DATE: _____

Keenan

Financial Services

Innovative Solutions.
Enduring Principles.

2355 Crenshaw Blvd.
Suite 200
Torrance, CA 90501

310 212-3344
310 533-1329 fax
www.keenan.com/FS
Insurance License
No. 0451271

December 7, 2018

Dr. Andy Dunn
Vice Chancellor of Administrative Services
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

RE: 2017-2018 Updates to the District's Futuris Comprehensive Compliance Plan

Andy:

As part of Keenan's annual review of the Futuris Comprehensive Compliance Plan and based on the information provided in the enclosed Ongoing OPEB Questionnaire & Due Diligence, Keenan Financial Services has completed a review of the current retiree health benefits and other post employment benefits (OPEB) for the District.

According to the information provided, changes occurred during the past plan year (July 1, 2017 – June 30, 2018) that would require updates to the District's Substantive Plan Volume II. Please accept the updated electronic copy of the District's Substantive Plan Volume II, and file accordingly

Any changes that take place after June 30, 2018 will be captured during the next annual review of the Futuris Comprehensive Compliance plan.

Thank you for allowing us to service the Coast CCD Futuris Public Entity Investment Program. Please let us know if you have any questions.

Sincerely,

Roslyn Washington
Senior Account Manager
Keenan Financial Service
(800) 444-9995x3610

Enclosures

Ongoing OPEB Questionnaire & Due Diligence

PUBLIC ENTITY EMPLOYER NAME: _____

PLAN YEAR: _____ July 1, 2017 – June 30, 2018 _____

To help us understand & determine ongoing Other Post Employment Benefits (OPEB) provided for retirees of the Public Entity Employer, please complete the following questionnaire.

- 1 To determine OPEB ongoing liabilities, has a current Actuarial Valuation Report been produced & updated per GASB mandates? ☐ Yes ☐ No
Date of most current Actuarial Valuation Report _____

- 2 Who is the Actuary that completed the Valuation Report?
- _____

- 3 Have there been any changes/modifications to Bargaining Agreements recently (within this past year) that affect Retirees OPEB? ☐ Yes ☐ No

▪ **Certificated**

Date of most current Bargaining Agreement _____

▪ **Classified**

Date of most current Bargaining Agreement _____

▪ **Management**

Date of most current Bargaining Agreement _____

▪ **Other Confidential**

Date of most current Bargaining Agreement _____

- 4 Have there been modifications of program provisions or changes in insurance carriers of the Health Benefits Program provided to Retirees of the Employer in the past year? ☐ Yes ☐ No

If the answer to No. 4 is Yes, please list any changes below or on a separate page.

Ongoing OPEB Questionnaire & Due Diligence

- 5 Are Spouses, Domestic Partners or Dependents covered under the Health Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 6 Have there been modifications of program provisions or changes in insurance carriers of the Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

If the answer to No. 6 is Yes, please list the changes below:

- 7 Are Spouses, Domestic Partners or Dependents covered under Dental Benefits provided to Retirees of the Employer? ☐ Yes ☐ No

- 8 Have there been any modifications of any separate Prescription Drug Plan provided for Retirees of the Employer (including benefits for dependents)? ☐ Yes ☐ No

If the answer to No. 8 is Yes, please indicate all changes below or on a separate page.

- 9 Are Long Term Care Benefits provided for Retirees of the Employer? ☐ Yes ☐ No

Ongoing OPEB Questionnaire & Due Diligence

- 10 Are there any changes to other insurance coverage provided for Retirees of the Employer, including their dependents? (i.e., Life Insurance, change of carriers, changes regarding how much of the premium is paid by the Employer versus the Retiree, etc.) ☐ Yes ☐ No

If the answer to No. 10 is Yes, please list additional insurance coverage and any changes below or on a separate page :

- 11 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the cost of any post retirement benefits (other than pension benefits). This would be applicable to any employee or employee contract or bargaining agreement that may be in place between the employee(s), the bargaining unit and the Employer. ☐ Yes ☐ No

- 12 Within the past year, have there been changes to any other arrangements or commitments for the Employer to pay for the costs, of any dependent of a retired Employee of the Employer? ☐ Yes ☐ No

If the answer to No. 12 is Yes, please list additional costs, benefits, etc. below or on a separate page

- 13 There are **NO** updates required at this time. ☐

QUESTIONNAIRE

COMPLETED BY: _____

PUBLIC ENTITY

EMPLOYER

ACKNOWLEDGEMENT: _____

DATE: _____

Keenan

Financial Services

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Suite 200
Torrance, CA 90501

310 212-3344
310 533-1329 fax
www.keenan.com/FS
Insurance License
No. 0451271

December 15, 2017

Dr. Andy Dunn
Vice Chancellor of Administrative Services
Coast Community College District
1370 Adams St.
Costa Mesa, CA 92626

RE: 2016-2017 District Futuris Comprehensive Compliance Plan including the Substantive Plan
Volume II

Andy:

As part of Futuris Public Entity Investment Trust Program, Section m (i) thru (vi) and based on the information provided in the Initial OPEB Questionnaire & Due Diligence, Keenan Financial Services has completed a review of the current retiree health benefits and other post employment benefits (OPEB) for the District.

Enclosed you will find the Coast Community College District Substantive Plan (Volume II). We have provided this information to you in electronic format and it should be included with the Comprehensive Compliance Plan (Volume I) for further reference.

Any changes that take place after June 30, 2017 will be captured during the next annual review of the Futuris Comprehensive Compliance plan.

Thank you for allowing us to service the District Futuris Public Entity Investment Program. Please let us know if you have any questions.

Sincerely,



Roslyn Washington
Senior Account Manager
Keenan Financial Service
(800) 444-9995x3610

Enclosures

Other Post Employment Benefits (OPEB) QuestionnairePUBLIC ENTITY EMPLOYER NAME: Coast Community College District

To help us get an understanding of the Other Post Employment Benefits (OPEB) provided for retirees of the Public Entity Employer, please complete the following questionnaire.

- | | | | |
|----|---|---|--|
| 1 | Are Health Benefits provided to retirees of the Employer? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2 | Are the Health Benefits provided to retirees of the Employer the same as the benefits provided for active employees? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3 | Are Dependents covered under this arrangement? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4 | Are Dental Benefits provided to retirees of the Employer? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5 | Are the Dental Benefits provided to retirees of the Employer the same as the benefits provided for active employees? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6 | Are Dependents covered under this arrangement? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7 | Is there a separate Prescription Drug Plan provided for retirees of the Employer (including benefits for dependents)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8 | Are there any Benefits provided for disabled employees? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9 | Are Long Term Care Benefits provided for retirees of the Employer? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10 | Are there any other insurance coverage provided for retirees of the Employer, including their dependents? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

If the answer to No.10 is Yes, please list additional insurance coverage here or on a separate page.

Group Term Life Insurance until age 70

OTHER POST EMPLOYMENT BENEFITS QUESTIONNAIRE

- 11 Are there any other arrangements or commitments for the Employer ☐ Yes ☒ No
to pay for the cost of any post retirement benefits (other than
pension benefits). This would be applicable to any employee or
employee contract or bargaining agreement that may be in place
between the employee(s), the bargaining unit and the Employer.
- 12 Are there any other arrangements or commitments for the Employer ☐ Yes ☒ No
to pay for the costs, of any dependent of a retired Employee of the
Employer?

If the answer to No.12 is Yes, please list additional costs, benefits,
etc. here or on a separate page.

QUESTIONNAIRE

COMPLETED BY: Monica Marin

DATE: September 25, 2017

OTHER POST EMPLOYMENT BENEFITS QUESTIONNAIRE

Copies of Benefit Information Needed

Received

Please provide copies of the following materials for any items that are marked Yes or that has been listed in response to a question on this questionnaire

Plan Documents and Summary Plan Descriptions (SPDs) ☐ Yes

Current copies of Benefit booklets or handouts that are provided to employees or retirees ☐ Yes

Copies of any employment contract that obligates the Employer to any Other Post Employment Benefit (OPEB) to any employee, dependent after the employee retires from the Employer ☐ Yes

Copies of any Bargaining Agreement that obligates the Employer to any Other Post Employment Benefit (OPEB) to any employee, dependent after the employee retires from the Employer ☐ Yes

Copies of Board Meeting Notes that outline benefits to be provided to any current or future retiree of the Employer ☐ Yes

Description of benefits provided to non-bargained employees (e.g. management, confidential, etc.) ☐ Yes

Financials

Received

Most recent Actuary Report (if available) ☐ Yes

Investment Policy Statement (if available) ☐ Yes