



AGREEMENT

BETWEEN



AND

CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION



July 1, 2021 - June 30, 2024

Table of Contents

Article

Page

	PREAMBLE	1
ARTICLE I.	RECOGNITION	1
ARTICLE II.	DEFINITIONS	1
ARTICLE III.	MANAGEMENT RIGHTS.....	1
ARTICLE IV.	ASSOCIATION RIGHTS.....	2
ARTICLE V.	ACADEMIC FREEDOM AND RESPONSIBILITY	5
ARTICLE VI.	INTELLECTUAL PROPERTY RIGHTS	6
ARTICLE VII.	MEMBERSHIP DUES	9
ARTICLE VIII.	PERSONNEL FILES	10
ARTICLE IX.	GRIEVANCE	11
ARTICLE X.	EVALUATION PROCEDURES.....	13
ARTICLE XI.	COMPENSATION	16
ARTICLE XII.	LEAVE.....	20
ARTICLE XIII.	DOMESTIC PARTNERS	22
ARTICLE XIV.	PROFESSIONAL DEVELOPMENT	22
ARTICLE XV.	SCHEDULING.....	23
ARTICLE XVI.	INTERVIEW CONSIDERATION FOR FULL-TIME FACULTY POSITIONS	27
ARTICLE XVII.	CONTRACT DISTRIBUTION	27
ARTICLE XVIII.	SAVINGS CLAUSE	27
ARTICLE XIX.	ZIPPER CLAUSE.....	27
ARTICLE XX.	LENGTH OF AGREEMENT	28
APPENDIX A	GRIEVANCE FORM - LEVEL I	29
APPENDIX A-2	GRIEVANCE FORM - LEVEL II.....	31
APPENDIX A-3	GRIEVANCE FORM - LEVEL III - Arbitration	33
APPENDIX B-2	FACULTY OBSERVATION REPORT	34
APPENDIX B-2a	LIBRARIAN OBSERVATION / EVALUATION REPORT	36
APPENDIX B-3	COUNSELOR OBSERVATION / EVALUATION REPORT	38
APPENDIX B-4	DISTANCE LEARNING FACULTY EVALUATION REPORT	40
APPENDIX B-5	STUDENT SURVEY INSTRUCTIONS.....	43
APPENDIX B-6	SURVEY OF STUDENT OPINION OF TEACHING.....	44
APPENDIX B-6a	ANONYMOUS STUDENT SURVEY - LIBRARY INSTRUCTION.....	46
APPENDIX B-7	ANONYMOUS STUDENT SURVEY - COUNSELING SESSION.....	47
APPENDIX B-11	FACULTY PERFORMANCE IMPROVEMENT PLAN (PIP)	49

APPENDIX B-12	DEPARTMENT CHAIR PERFORMANCE EVALUATION FORM.....	52
APPENDIX B-13	HEAD COACH EVALUATION.....	53
APPENDIX B-14	ASSISTANT COACH EVALUATION	55
APPENDIX B-15	STUDENT-ATHLETE EVALUTATION OF HEAD COACH	57
APPENDIX B-16	STUDENT-ATHLETE EVALUATION OF ASSISTANT COACH	59
APPENDIX C	SALARY SCHEDULE “BB” PART-TIME INSTRUCTOR, COUNSELOR, LIBRARIAN.....	61
APPENDIX D	MOU-DISTRIBUTION OF PARITY FUNDS.....	62
	INDEX.....	63

PREAMBLE

This COLLECTIVE BARGAINING AGREEMENT (“**AGREEMENT**”) is made and entered into this 1st day of July 2021, by and between the **COAST COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as the District and the **COAST COMMUNITY COLLEGE ASSOCIATION - CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION**, hereinafter referred to as the Association.

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 I. RECOGNITION

Section 1. The District recognizes Coast Community College Association-California Teachers Association/National Education Association as the sole and exclusive representative for all Adjunct Faculty Members, as defined in the certification document on file with the Public Employment Relations Board of the State of California, dated May 25, 1979, in Case No. LA-R-794B. Excluded are all other employees of the District, including all Faculty Members employed for fifty percent (50%) or more of a defined full-time load, all management, supervisory and confidential employees and all other employees who hold positions not requiring certification qualifications.

ARTICLE II. DEFINITIONS

Section 2.1. "Faculty Member" shall mean all counselors, instructors and librarians covered by this Agreement.

Section 2.2. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 2.3. "Association" shall mean the Coast Community College Association-California Teachers Association/National Education Association.

Section 2.4. "Board" shall mean the Board of Trustees of the Coast Community College District.

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

Section 2.6. "College" shall mean Orange Coast College, Golden West College and Coastline Community College, together or separately.

Section 2.7. A “day” is any day in which the central administrative office of the District is open for business, excepting any “day” during winter, spring and summer recess of the individual college.

Section 2.8. "District" shall mean the Coast Community College District.

Section 2.9. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 2.10. "Parties" shall mean the District and the Association.

ARTICLE III. MANAGEMENT RIGHTS

Management Rights. The District reserves without limitation all of the rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of California, including all rights and prerogatives it had or exercised prior to the execution of this contract, to direct, manage and control the affairs of the District, except as they may be expressly and specifically limited by the provisions of this Agreement. These Rights shall include, but are not limited to, the rights to determine the organizational and financial structure, including

budgeting; to acquire, administer, and dispose of all District property; to determine the nature and quantity of services to be rendered; to set education policies; to determine the number and utilization of personnel; to add or eliminate personnel; to select personnel; and the right of assignment.

ARTICLE IV. ASSOCIATION RIGHTS

Section 4.1. Association

Section 4.1.a. Right of Access. Appropriate authorized representatives of the Association, be they CTA staff persons or Faculty Members, shall be permitted on teaching sites during District business hours provided the conduct of Association business does not interfere with the performance of any Faculty Member's duties.

Section 4.1.b. Association Office. The Association will be provided office space by the District. The same furniture provided to the Coast Federation of Educators and telephone service will be provided. The Association will pay for toll calls made from the office telephones.

Section 4.2. Bulletin Boards

The District shall provide bulletin board space for the use of the Association at the District Office, at Golden West and Orange Coast Colleges and, in the case of Coastline Community College, at the College Center and all the Area offices. Such bulletin board space shall be centrally located in areas frequented by Faculty Members. The Association will be responsible for keeping materials updated. Any notice posted shall be signed and dated by an appropriate officer of the Association. A copy shall be submitted to the Vice Chancellor for Human Resources.

Section 4.3. Budgetary Information

The District agrees to furnish the Association with one (1) copy of the tentative budget, one (1) copy of the publication budget, and one (1) copy of the adopted budget at the time that these budgets are received and/or approved by the Board. The District further agrees to make available for Association perusal appropriate monthly reports which indicate the status of the various budget number accounts.

Section 4.4. Duplication of Association Newsletter

The District agrees that the Instructional Materials Center (IMC) at Coastline Community College will duplicate the Association newsletter. The Association agrees that it will reimburse the IMC on the same basis as any other customer, and that no more than four (4) two-page newsletters will be requested during any fall or spring semester. No newsletter will be duplicated in the IMC during the summer session. The Association will adhere to all schedules and deadlines set by the Instructional Materials Center in the same manner as any other user of the service.

Section 4.5. Distribution of Association Newsletter

At the beginning of each semester, the District agrees to place a copy of the Association Newsletter, provided by the Association, in the Faculty Member's mailboxes.

Section 4.6. New Employee Information

Section 4.6.a. "Newly hired employee" or "new hire" means any faculty member hired by the District into the bargaining unit represented by the Association 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 the Association.

Section 4.6.b. The District shall provide the Association 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. Salary Schedule Placement;
- 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 the Association 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 Association 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 Government Code section 3558 by providing the Association with the ability to run a report at its discretion that provides the above information.

Section 4.6.c. In accordance with Government Code section 3558, the District shall provide the Association with a list of the same information and in the same manner as in Section 4.6.b above for all bargaining unit members on the last working day of August, December, and April.

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

Section 4.6.d. Any alleged violation, misinterpretation, or misapplication of the terms of this Section 4.6 shall be subject to the grievance provisions of this Agreement, except that only the Association has the ability to grieve this agreement.

Section 4.7. New Hires and Orientation Sessions

Section 4.7.a "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.

Section 4.7.b The District shall provide the Association mandatory access to its new employee orientation process. The Association 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.

Section 4.7.c During new employee orientation, the Association shall be entitled to one thirty (30) minute period for the Association to meet with new hires, which shall be scheduled immediately before or after an orientation meeting set by the District. An Association Labor Relations Representative may also attend the orientation session.

Section 4.7.d Any alleged violation, misinterpretation, or misapplication of the terms of this Section 4.7 shall be subject to the grievance provisions of this Agreement, except that only the Association has the ability to grieve this agreement.

Section 4.8. Miscellaneous Compensation

The Association shall be granted 531 hours per year at the prevailing miscellaneous instructional rate to perform official representational duties, or \$25,000 per semester whichever is greater. Such time shall not be used for strikes, work stoppages, work slowdowns, political lobbying or any other purposes which are contrary to District policy or practice. Requests for such time must be forwarded through the President of the Association to the Vice Chancellor for Human Resources for action and must include a detailed account of the representational duties that align with the funding request.

Section 4.9. Time on Faculty Meeting Agendas

A spokesperson for the Association shall be provided time consistent with other speakers on the agenda for faculty meetings in which general business is conducted or orientation information is provided, called by the College President for Faculty Members at the beginning of each semester. The Association must be notified of the time and place of such meetings so the spokesperson may be identified by the President of the Association and the Colleges made aware of such requests in sufficient time to include the name of the person on the printed agenda, if provided for the faculty meeting(s).

Section 4.10. Unit Stability

Section 4.10.a. The Association may present to the Vice Chancellor for Human Resources, at any time during the term of this Agreement, a proposal to better facilitate utilization of the Faculty Member. In order to complete said proposal, the Association will be given reasonable access to no confidential information needed to complete the proposal. All requests for information or access shall be requested from and cleared through the Vice Chancellor for Human Resources.

Section 4.10.b. The Vice Chancellor for Human Resources and the Coast CCA President shall meet on a regular basis, no less than twice a semester, to discuss matters that are subject to collective bargaining and that will further the educational goals of the District.

Section 4.11. Consultation

Section 4.11.a. The District and the Association recognize the Association's right to consult on

certain matters as outlined in the Educational Employment Relations Act. The Association shall appoint a committee of not more than three (3) members which will be available to consult with the District as required. This committee will be the sole body representing the Association with regard to consultation on these matters.

Section 4.11.b. The various College curriculum committees shall provide a copy of their minutes to the Association as soon as they are available for distribution. Said minutes shall be furnished to the Association President in care of the Association Office.

Section 4.12. Parking

Section 4.12.a. The District agrees to make available to the Association one (1) staff parking decal each semester, including summer.

Section 4.12.b. The District agrees, at each site where there are District-owned parking facilities, to reserve for the use of the staff (including Faculty Members) certain selected blocks of parking spaces between the hours of 5 p.m. and 10 p.m.

Section 4.12.c. Each Faculty Member will be provided one (1) staff parking permit in accordance with Board policy adopted on February 20, 1985. Parking privileges will be Districtwide.

Section 4.13. Mailboxes

The District shall furnish mailboxes for each Faculty Member at Golden West College and Orange Coast College, and for Faculty Members at Coastline Community College assigned to an area center. Every reasonable effort will be made to furnish mailboxes to all Faculty Members. The Association will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Association communication, which is placed in Faculty Members' mailboxes.

ARTICLE V. ACADEMIC FREEDOM AND RESPONSIBILITY

Section 5.1. Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Association will affirm the principles of academic freedom and responsibility, with the understanding that:

Section 5.1.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 5.1.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 5.1.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 5.2. 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 5.2.a. 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 doing so, the Faculty Member shall attempt to be accurate, fair, objective and show respect for diverse opinions;

Section 5.2.b. For selection or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas, 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 5.2.c. 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 regard to the race/ethnicity, gender, sexual orientation, nationality, social, political or religious views of the authors;

Section 5.2.d. For expressing in an appropriate forum the Faculty Member's viewpoint on matters of College and District policy.

Section 5.3. Political activities on campus shall be governed by District policies and procedures, which shall be in accordance with the requirements of applicable law.

Section 5.4. 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 opinions in a public forum provided it is clear that the Faculty Member is not speaking on behalf of the District.

ARTICLE VI. INTELLECTUAL PROPERTY RIGHTS

Section 6.1. Purpose

The District and the Association 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 Association 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 6.2. Definitions

Section 6.2.a. "Intellectual Property" shall mean Works (including "Instructional Materials") and Inventions.

Section 6.2.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 6.2.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. Should a Faculty Member be placed on paid or unpaid leave or voluntarily or involuntarily be removed from the class once the class has begun, the Syllabus (including current textbook) of the Faculty Member will continue to be used by the substitute faculty member for the term of the class to ensure that there is no disruption to the educational environment for students.

Section 6.2.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 6.2.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 6.3. Copyright and Patent Ownership

Section 6.3.a. Faculty Ownership

Section 6.3.a.(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.

Section 6.3.a.(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 6.3.b. District Ownership. The District will own the copyright to works under the following circumstances:

Section 6.3.b.(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).

Section 6.3.b.(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.

Section 6.3.b.(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 supersede 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 Association.

Section 6.3.c District and Faculty Ownership

Section 6.3.c.(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.

Section 6.3.c.(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.

Section 6.3.c.(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 6.4. 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 6.5. 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 6.6. 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 6.7. 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 6.8. 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 6.9. 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 VII. MEMBERSHIP DUES

Section 7.1. Dues Deduction

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the Faculty Member to the Association and from a list provided by the Association to the District, subject to the following conditions:

Section 7.1.a. Such deductions shall be made only upon the submission by the Association of the appropriate authorization to the designated representative of the District after it has been duly completed and executed by the Faculty Member. All record keeping of faculty membership is the responsibility of the Association.

Section 7.1.b. The District shall not be obligated to put into effect any new, changed or discontinued deduction, until the pay period following the pay period in which the request for the change in dues deduction was made.

Section 7.1.c. Should a Faculty Member's paycheck be of an insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.

Section 7.1.d. The Association will give the District at least forty-five (45) calendar days' advance

notice of any change in the amount of monthly dues.

Section 7.1.e. The Association agrees to reimburse the District for any dues withheld or paid to the Association by mistake. Liability for such mistakes shall not extend beyond a period of twelve (12) calendar months.

Section 7.1.f. The District agrees to reimburse the Association for any dues withheld or paid to the District by mistake. Liability for such mistakes shall not extend beyond a period of twelve (12) calendar months.

Section 7.1.g. With respect to all sums deducted by the District for membership dues, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of Faculty Members for whom such deductions have been made.

ARTICLE VIII. PERSONNEL FILES

Section 8.1. Official Files

There shall be one (1) official District personnel file for each Faculty Member. 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. The personnel file shall include, but shall 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 shall be a part of the official District file.

Section 8.2. Right of Review

Section 8.2.a. Upon reasonable notice, 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 (i) obtained prior to the employment of the Faculty Member; (ii) prepared by identifiable examination committee members; or (iii) obtained in connection with a promotional evaluation. The personnel file shall be kept in a locked file cabinet in the District Personnel File.

Section 8.2.b. A faculty representative may, with written authorization by the Faculty Member, have access to the respective Faculty Member's file. When an Adjunct 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 8.3. Identification of Materials in File

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.

Section 8.4. Employee Submissions to File

Faculty Members may forward to the Vice Chancellor for Human Resources materials for inclusion in their files. All reasonable requests shall be accommodated.

Section 8.5. Right of Response

The Faculty Member shall have the right to respond in writing to any clearly designated item in the Faculty Member's file. The response shall be attached to the designated item.

Section 8.6. Derogatory Information

Section 8.6.a. Information of a derogatory nature, except that listed under Section 2 of this Article, shall not be entered or filed unless signed and dated by the source or originator and until the Faculty Member is given notice and an opportunity to review and comment thereon.

Section 8.6.b. After three (3) years, upon request of the Faculty Member, derogatory material placed in the Faculty Member's personnel file (except as noted in Section 2) 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. Sealed files shall not be opened absent court order or written direction of the Vice Chancellor of Human Resources. A log shall be kept and Faculty Members shall be notified whenever such files are unsealed.

Section 8.7. Copies of Documents

With reasonable notice, the Faculty Member may request copies of materials within the files, except as noted in Section 2. Copies of documents which have been previously provided to the employee will be paid for by the employee at the rate of no more than twenty-five cents per page. The District will provide one (1) copy of other necessary documents at no cost to the employee for the first copy provided.

ARTICLE IX. GRIEVANCE

Section 9.1. Definitions

Section 9.1.a. A "grievance" is defined as a claim that the District has violated a provision of this Agreement and that by such violation the grievant has been harmed.

Section 9.1.b. A "grievant" may be any Faculty Member or the Association covered by the terms of this Agreement.

Section 9.1.c. The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant and who has been designated to adjust grievances.

Section 9.2. Informal Level

Prior to filing a written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the Faculty Member's immediate supervisor. If desired, the Faculty Member may have another Faculty Member present to assist.

Section 9.3. Formal Level Procedures

Section 9.3.a. Level I

Section 9.3.a.(1). The grievant shall reduce his/her grievance to writing on the appropriate form (Appendix "A"). The written grievance must be submitted to the immediate supervisor no later than twenty-five (25) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts and shall specify the exact provision or provisions of the Agreement which is alleged to have been violated and must contain a recommended remedy. The grievance form shall be signed and dated by the grievant.

Section 9.3.a.(2). The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period

from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.

Section 9.3.b. Level II

Section 9.3.b.(1). If the grievant is not satisfied with the decision at Level I, he or she may, within ten (10) days of the time Level I is completed, appeal the decision to the Vice Chancellor for Human Resources or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal. A copy of the grievance and attachments shall be sent to the Association by the grievant.

Section 9.3.b.(2). The Vice Chancellor for Human Resources or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

Section 9.3.b.(3). If the grievant desires, he or she may be assisted at this level by any Association representative. In Level II situations where the Association has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter.

Section 9.3.c. Level III

Section 9.3.c.(1). If the grievant is not satisfied with the decision at Level II, he or she may, within twenty (20) days of the time Level II is completed, request through the Association the submission of the grievance to arbitration by so notifying the District in writing. All requests shall be lodged with the Vice Chancellor for Human Resources.

Section 9.3.c.(2). The grievance shall be submitted to an arbitrator whom the parties will attempt to choose by mutual agreement within ten (10) days after service of the request. In the event the parties are unable to agree on the selection of an arbitrator, they shall request the American Arbitration Association to provide a list of seven (7) arbitrators residing in the Los Angeles/Orange County area from which an arbitrator shall be chosen as follows: each party shall alternately strike a name from the panel and the remaining arbitrator shall serve in the case. The right to strike the first name shall be decided by lot.

Section 9.3.c.(3). The decision of the arbitrator shall not be binding upon the District, but shall be advisory only. In no event shall the arbitrator have any power or jurisdiction to add to, subtract from, change or modify, any provision of this Agreement.

Section 9.3.c.(4). The expenses and fees of the arbitrator shall be shared equally by the parties. Any expense associated with a reporter or transcript, should either be requested, shall be shared equally by the parties.

Section 9.3.c.(5). The arbitrator may rule on only a single grievance unless the parties mutually agree otherwise in writing.

Section 9.3.d. Time Limits. If the grievance is not pursued by the Faculty Member in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

Section 9.3.e. Scheduling. Meetings between the grievant and the District on hearings relative to the grievance shall be scheduled whenever possible during the regular business day and at hours that do not conflict with the Faculty Member's teaching schedule. If this is not possible, the grievant shall be released without loss of pay.

Section 9.4. Other Provisions

Section 9.4.a. No Faculty Member shall suffer reprisal for exercising his/her rights as provided in this Article.

Section 9.4.b. Grievance proceedings shall be filed separately from the official personnel file.

ARTICLE X. EVALUATION PROCEDURES

All managers will be trained in the use of the evaluation document.

Section 10.1. Purpose of Evaluation

The purpose of evaluation is to improve instruction, counseling, and other educational services through the evaluation of all Faculty Members.

The key to effective evaluation is constructive and meaningful feedback for the evaluatee. 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. Results of the evaluation report (Appendix "B") shall be reviewed by the Faculty Member, immediate supervisor and the Vice President of Instruction.

Section 10.2. Responsibilities of Evaluator

Faculty Members shall be evaluated for their performance taking into consideration the physical environment under which they are functioning within a specific assignment.

Formal evaluation shall be performed only by the Faculty Member's immediate supervisor or designee, such as site administrator, department chair, etc. A Faculty Member shall be notified who his/her evaluator is to be prior to the observation/evaluation.

Section 10.3. Notice of Evaluation

The individual college department shall notify each Faculty Member scheduled for evaluation by the sixth (6th) week of instruction in any semester. A copy of the evaluation procedure containing the evaluation criteria will be provided at the time of notification. The individual college department will make every reasonable effort to complete all scheduled evaluations by the end of the sixteenth (16th) week of the semester. Faculty Members who have not been evaluated will be notified in the next or subsequent semester of their pending evaluation visitation. All evaluation reports shall be completed no later than the end of the semester in which the observation is made.

Section 10.4. Frequency of Evaluation

Each part-time faculty member shall be evaluated the first semester 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 Faculty Member's immediate supervisor, site administrator, or his/her full-time faculty designee.

Section 10.5. Multiple College Assignments

Part-time (50% through 67%/Less Than 50%) 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 10.6. Additional Evaluations

Additional evaluations may be made at the written request of the evaluator or the Faculty Member.

Section 10.7. Classroom Observations

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 hybrid courses, the evaluator may employ either on-site or online evaluation methods or both. The evaluator will complete the appropriate observation/evaluation form(s) as indicated in Appendix "B".

Any criterion marked "needs improvement" shall cite examples, and, where possible, make suggestion for improvement.

Section 10.8. Observation/Visitation to Online/"Virtual" Classroom

For online courses, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the online/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 online/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 online/virtual class.

For hybrid courses, the evaluator may employ either on-site or online evaluation methods or both. The evaluator will complete the appropriate observation/evaluation form(s) as indicated in Appendix "B".

Any criterion marked "needs improvement" shall cite examples, and, where possible, make suggestion for improvement.

Section 10.9. Self-Evaluation

The evaluatee shall complete the Self-Evaluation form during the semester in which s/he is evaluated and submit it to the evaluator no later than Friday of the 8th week of the semester (or 2 weeks after receiving notice of the evaluation for classes that do not begin with the start a regular semester). 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. Whenever possible, the self-evaluation should be completed and submitted to the evaluator prior to the classroom observation.

Section 10.10. Student Evaluation

Student evaluations of Faculty Members shall be conducted as part of the formal evaluation. The evaluator, or designee, shall administer the 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 the class. 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 kept in a sealed envelope with the Faculty Member's name on it in the appropriate Vice President's 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. Refer to Appendix "B" for the criteria.

Section 10.11. Evaluation of Faculty Members Teaching Online Classes

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 or the Human Resources department and then submitted to the evaluator. A copy of the compilation of the student surveys will be forwarded to the evaluatee along with the original surveys.

Section 10.12. Part-time Head and Assistant Coaches

Part-time faculty who also serve as Head and/or Assistant Coaches in the Athletic Department shall be evaluated separately for their coaching assignments. The coaching evaluation shall occur annually at the conclusion of the season of sport or the academic year. The coaching evaluation shall be conducted by the Dean or Athletic Director. The evaluation tool that is used for Head Coaches is Appendix "B".

Section 10.13. 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. Upon receipt, the Faculty Member shall sign the original and comment on the evaluation if he/she wishes. One copy will be retained by the evaluator and one copy will be retained by the Faculty Member. The Faculty Member's signature indicates having received and read the evaluation.

Either the evaluator or the Faculty Member may request a conference within twenty (20) days after receipt of the evaluation report. Within ten (10) days after the conference, the Faculty Member may respond in writing to comments and suggestions made on the evaluation form. Such written comments shall become part of the total evaluation.

The Faculty Member may have an Association representative present at the conference and shall be responsible for informing the Association representative of the time and place of the conference.

Section 10.14. Needs Improvement or Unsatisfactory Evaluations

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 provided to the evaluatee by the area dean or site supervisor and the evaluatee will be reevaluated during the following semester.

If an overall "unsatisfactory" designation is marked on the evaluation, the evaluatee may request a meeting with the area dean or site supervisor to discuss the evaluation. After the receipt of the evaluation report, any Faculty Member who receives an unsatisfactory evaluation, upon written request made within twenty (20) days, may be entitled to a second evaluation upon mutual agreement by CCA-CTA and the Vice Chancellor of Human Resources after an examination of the evaluation materials. If an additional evaluation is approved, the reevaluation must be completed within that same academic term. An additional evaluation may be performed by a peer.

In most cases, Faculty Members whose most recent evaluation on file is "satisfactory" shall be given a "needs improvement" designation before receiving an "unsatisfactory" designation, should the evaluator feel that improvements need to be made. However, evaluators reserve the right to assign an "unsatisfactory"

designation, without previously assigning a “needs improvement” designation, should the merits of the circumstances warrant such an evaluative designation.

Section 10.15. Filing of Evaluation

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. The original and any written response shall be deposited in the Faculty Member's personnel file.

Section 10.16. Sealing of Unsatisfactory Evaluations

After three (3) years, and upon request of the Faculty Member, any unsatisfactory evaluation shall be placed in a sealed envelope in the Faculty Member's personnel file. Sealed files shall not be opened absent court order or written direction of the Vice Chancellor of Human Resources. A log shall be kept and Faculty Members shall be notified whenever such files are unsealed.

Section 10.17. Hearsay information

No evaluation shall be based upon any information not substantiated or collected through direct observation.

Section 10.18. Grievance of Content

The grievance procedure contained in this Agreement may be utilized for resolving any alleged procedural dispute with respect to this evaluation process. In no event, however, may the content or substance of the evaluation be grieved.

Section 10.19. Forms

Corresponding forms shall be found in Appendix “B”.

ARTICLE XI. COMPENSATION

Section 11.1. Salary Schedule

The Part-Time Instructor, Counselor, and Librarian “BB” Salary Schedule is set forth in Appendix “C.” Beginning July 1, 2013, and continuing thereafter, each step in the Part-Time Instructor, Counselor, and Librarian “BB” salary schedule (Appendix “C”) 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).

Effective July 1, 2021, the “BB” salary schedule (Appendix “C”) shall be expanded to 15 steps. Steps 8 and 9 shall be the same as Step 7 from the 2019-2020 “BB” salary schedule. Steps 10 through 14 shall be the value of Step 9 plus 6.5% based on the 2019-2020 “BB” salary schedule. Step 15 will be the value of Step 14 plus 6.5% based on the 2019-2020 “BB” salary schedule.

Section 11.2. Hours

Section 11.2.a. Lecture Hour. A lecture hour is an hour of class time which is so designated in the appropriate College Catalog or the appropriate class schedule from each college.

Section 11.2.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 11.3. Class Hour/Clock Hour

Section 11.3.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. There can only be one class hour in each clock hour sixty (60) minute time frame, i.e. 8:00 to 9:00, 8:30 to 9:30, except as provided for multiple class hour classes. A class hour is also known as a contact hour.

Section 11.3.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. For example: A class scheduled from 8:00 to 11:10 a.m. would have twenty (20) minutes of break time. For the 8:00 to 9:00 and 9:00 to 10:00 clock hour, ten (10) minutes of break for each clock hour, but no break time earned from 10:00 to 11:10 for the multiple class hour.

Section 11.4. Large Lecture Classes and Lab Assignments

Faculty Members may be assigned to large lecture classes. After the schedule is set for each semester, there shall be no intent to readjust the class size of the sections, to the disadvantage of the part-time faculty members, except in unforeseen circumstances. If change(s) in class size are necessary, the rationale for the change(s) will be provided to the part-time faculty member upon request. Furthermore, if requested by either the Faculty Member or the appropriate Vice President or designee, a conference shall be held between the individuals to discuss such reasons. Upon request, an Association representative may be present. Faculty Members will be reimbursed 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

Faculty Member's will be paid in accordance with the schedule provided the class has met the minimum attendance requirements by the second week of the class, or in the case of those classes which meet only once a week, by the end of the second class meeting.

Laboratory Assignments for Faculty Members will be factored at .85 lecture hour equivalencies.

Section 11.5. Required Meetings and Flex Days

The Association and the District agree that Faculty Members shall be required to attend one (1) pre-school meeting each semester. A Faculty Member who attends such a meeting, and whose class is subsequently cancelled prior to its first meeting, shall be reimbursed \$25.00. Any Faculty Member who submits, prior to said scheduled meeting, a written request to be excused due to a conflict in his or her work schedule shall be excused.

A Flex Day(s) will be calendared during the Spring semester by the Calendar Committee and no classes will be scheduled for that day. Since no classes will be scheduled for that day, Faculty Members will not receive any compensation for the class or classes that would have fallen on that day had classes been scheduled.

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

Section 11.6. Salary Schedule Step Placement/Step Changes (Experience) Effective January 1, 2016

Section 11.6.a. Initial step placement of Faculty 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.

Section 11.6.b. Step changes will occur on an annual basis at the beginning of the fall semester and will be automatic for all employees 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).

Initial column placement, prior to spring 2016 was based on the Faculty Members' existing coursework, as provided to Human Resources by October 16, 2015.

Section 11.6.c. Salary placement is determined by the Office of Human Resources. Should an error be made in placement, such error must be brought to the attention of the District by the Faculty Member in writing within twelve (12) months from the date of the original error. Failure to bring the error to the attention of the Office of Human Resources waives all District liability for a salary correction.

Section 11.7. Salary Schedule Column Placement/Column Changes (Education) Effective January 1, 2016

Section 11.7.a. Initial column placement of Faculty 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 after receipt of Master's degree from an accredited institution of higher education; Column III requires an earned Doctorate degree or an earned Master's degree and 60 semester units after receipt of Master's degree from an accredited institution of higher education.

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

Section 11.7.b. Faculty 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)

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. 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 non-instructional rate (Article XI, Section 11).

Section 11.8. Offer to Purchase Medical Benefits

Faculty Members will be offered the ability to purchase the District's Kaiser HMO health plan. Faculty Members may purchase employee only and/or dependent coverage at the full District cost.

Section 11.9. Final Warrant

The final warrant for each semester will not be released to the Faculty Member until the appropriate College certifies that its requirements have been completed (e.g., grades submitted, attendance requirements met, reports filed, keys returned, etc.).

Section 11.10. Payment Schedule

The District will pay the Faculty Member once a month on a schedule which is consistent with County deadlines.

Section 11.11. Class Cancellation

A Faculty Member shall not receive a reduction in pay when an individual class meeting is cancelled administratively; i.e., back-to-school night, inclement weather, etc.

Section 11.12. Miscellaneous Non-Instructional Hourly Rate

A Miscellaneous Non-Instructional Hourly Rate shall be paid for each hour of a 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; consultant services; etc. Effective July 1, 2019 the rate is \$292.08 per day (\$36.51 per hour).

Section 11.13. Miscellaneous Instructional Hourly Rate

A Miscellaneous Instructional Hourly Rate shall be paid for each hour of a Faculty Member's service to the District for activities that are directly related to teaching (FTES generating). These activities shall include but not be limited to substituting; telecourse design and development; alternative learning services; open laboratory classrooms with one-on-one tutoring (basic skills, language labs, ESL labs, and computer labs). The rate is \$354.93 per day (\$44.366 per hour).

Section 11.14. Summer School Pay

Summer pay will be based on the salary schedule in existence during the academic year immediately preceding the summer session.

Section 11.15. Distribution of Parity Funds

As set forth in the Memorandum of Understanding in Appendix "D", parity funds are to be distributed pursuant to the Part-Time Faculty Parity Compensation Program ("Program") and are allocated by the State Chancellor's Office for the purpose of increasing compensation for part-time faculty. Parity Funds are distributed to community college districts based on the total actual full-time equivalent students ("FTES") served in the previous fiscal year as determined by the State Chancellor's Office.

Parity funds will be distributed in a lump sum after the Spring semester in July, based on each Faculty Member's percent of the total expenditure in Schedule BB. The total percentage for each Faculty Member shall include all payrolls from July 1 to June 30 of that academic year. The funds will be distributed based on each Faculty Member's percentage of the total District Part-Time faculty payroll for each academic year.

Listed below are the "estimated" statutory and other employer paid costs for Faculty Members that will be deducted by Parity Fund distributions to Faculty Members.

Medicare	1.45%	Worker's Compensation	1.70%	UIC	0.30%
----------	-------	-----------------------	-------	-----	-------

Section 11.16. Overtime Compensation

Part-time faculty are "exempt" employees under Labor Code Section 515.7(a)(2)(C), and therefore shall not be entitled to any overtime compensation for part-time faculty work.

ARTICLE XII. LEAVE

Section 12. 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 and in compliance with the law.

- (a) Sick Leave (Section 12.2)
- (b) Personal Necessity (charged against Sick Leave – Section 12.3)
- (c) Paid Family Leave (Section 12.4)
- (d) Pregnancy/Maternity Leave (Section 12.5)
- (e) Jury Service (Section 12.5)
- (f) Bereavement (Section 12.7)
- (g) Paid Parental Leave (Section 12.8)

A Faculty Member shall make written application for paid leave, as soon as possible, in accordance with the procedures contained herein. 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 possible, Unit Members will make a reasonable effort to provide notice to the person designated per established campus procedures of the Faculty Member's absence.

Section 12.2. Sick Leave

Section 12.2.a. Faculty Members will be granted sick leave on a prorated basis as established by the Education Code. If the Faculty Member does not take the full amount of leave accrued in any school year, the amount not taken shall be accumulated from year to year.

Section 12.2.b. Faculty Members in instructional assignments will be granted five (5) hours of sick leave each semester for every three (3) hours of teaching assignment, including summer session.

Section 12.2.c. Faculty Members assigned to positions having a full-time equivalent work week of thirty (30) hours will be granted .833 hours of sick leave for each semester hour the Faculty Member is assigned. (Semester hour = 1 hour per week for 18 weeks.)

Section 12.2.d. Faculty Members assigned to positions having a full-time equivalent work week of thirty-five (35) hours will be granted .741 hours of sick leave for each semester hour the Faculty Member is assigned. (Semester hour = 1 hour per week for 18 weeks.)

Section 12.2.e. Faculty Members assigned to positions recognized as having a full-time equivalent work week of forty (40) hours will be granted .625 hours of sick leave for each semester hour the Faculty Member is assigned. (Semester hour = 1 hour per week for 18 weeks.)

Section 12.2.f. The District may require a Faculty Member to submit evidence to substantiate the Faculty Member's application for leave. 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 12.3. Personal Necessity

A Faculty Member may be absent from duty without loss of pay for days not to exceed 60% of the Faculty Members' currently earned Sick Leave* and have the absences charged to the sick leave account. The Faculty Member shall not be required to secure advance permission for leave taken under Sections 12.3.a or 12.3.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:

12.3.a. Death in family – The death of a member of the Faculty Member's immediate family** (when number of days of required absence exceeds limits provided under "Bereavement Leave")

12.3.b. Accident or emergency illness – An accident or emergency illness involving Faculty Member's person or property, or the person or property of employee's immediate family**.

12.3.c. Court appearance – 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.

12.3.d. Jeopardy to residence or property – An imminent danger as a result of flooding or fire or similar natural catastrophe to the personal residence of the Faculty Member.

12.3.e. Personal – For personal reasons, Faculty Members may use up to 50% of "Personal Necessity" Leave.

12.3.f. Business necessity – Necessary business where such business can only be conducted on a duty day; Faculty Members may use 50% of "Personal Necessity" Leave.

*Total semester hour/week x total weeks. Total hours x .09259 = total sick leave hours/semester.

Section 12.4 Paid Family Leave – Faculty Members may use one half of their earned sick leave per semester for care of the needs of an immediate family member.**

Section 12.5 Pregnancy/Maternity leave

Pregnancy shall be regarded and handled by the District pursuant to California's Pregnancy Disability Law.

Section 12.6. Jury Service

Faculty Members who serve on jury duty during any day in which they are assigned to work shall be compensated for the number of hours that they otherwise would have worked at the District, up to a maximum of three hours per week for up to two weeks, payable at the same rate of pay for which the Faculty Member would have worked, subject to the Faculty Member providing to the District, within five days of completion of jury duty, official proof of jury duty service.

Section 12.7 Bereavement

A Faculty Member may be absent from duty without loss of pay not to exceed the number of hours that they otherwise would have worked at the District, up to a maximum of three hours, 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 of more than 250 miles one-way is required, the leave may be extended to a maximum of 6 hours. At the Faculty Member's option, Bereavement Leave may be used any time during the semester in which the death of the immediate family** member occurred.

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 12.3.

**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 employee or employee's spouse, the spouse, son-in-law, daughter-in-law 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 relatives. Under special circumstances, persons other than those noted may be considered as "immediate family" on approval of appropriate college administrators.

Section 12.8 – Paid Parental Leave

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

A Faculty Member who has at least 12 months of service with the District and is a natural or adopting parent shall be entitled up to 12 weeks of leave for reason of the birth of a child of the Faculty Member, or the placement of a child with the Faculty Member in connection with the adoption or foster care of the child by the Faculty Member. This leave will be paid from any accumulated sick time of the Faculty Member. Should accumulated sick time be exhausted prior to the end of the leave period, the remaining time shall be paid at a rate of 50% of the Faculty Member's regular salary. A Faculty Member shall not be provided more than one 12 week leave period pursuant to this section during any 12 month period. Leave taken pursuant to this Section (12.8) shall run concurrently with any family leave taken under Government Code Section 12945.2

ARTICLE XIII. DOMESTIC PARTNERS

The parties agree that registered domestic partners shall be granted the same rights, benefits and obligations as are granted to spouses under California law. "Registered domestic partner" is defined as a person who is a member of a registered domestic partnership, as defined by California Family Code Section 297.5.

ARTICLE XIV. PROFESSIONAL DEVELOPMENT

Section 14.1. The District shall create a Professional Development Fund in the District budget for Faculty Members of \$15,000 per semester. The fund will be allocated to the Colleges based on the number of Faculty Members employed at census in the fall semester. Faculty Members may apply for a stipend, subject to the limitations of overall funding, of up to \$100.00, at the usual non-instructional rate to attend a District/College-sponsored workshop of two hours or more or to develop and/or analyze student learning outcomes (SLO's).

Funds may also be utilized for registration and reasonable approved expenses for travel and lodging for professional meetings and conferences related to the District's education program and the Faculty Member's professional growth. Approved attendance for such professional development activities will include compensation for any class time missed because of such conference/workshop attendance.

Section 14.2. Applications for Professional Development will be considered on a first-come first-served basis with a limit of two applications per person/per semester not to exceed \$2,800 per academic year. With the

appropriate Dean's approval, followed by confirmation of unit verification by the Association, applications will be made through the Office of the Vice President of Instruction of the College or his/her designated entity. Review, approval, and processing of all Professional Development applications shall be carried out in accordance with the policies and procedures of each college.

Section 14.3. The Professional Development Office for each College shall disseminate information to all Faculty Members of scheduled workshops and conferences and the deadline for such application. A brief written report of conferences attended with these funds will be strongly encouraged by the college for posting on the Association website.

Section 14.4. A report listing Faculty Members receiving funds, the conferences attended and the amount expended shall be provided to the Association by the Vice Presidents of Instruction at each college at the end of the academic semester. Upon reasonable request by the Association, verified funding errors will be adjusted immediately by the District Budget Office.

Section 14.5. Part-time faculty shall write Student Learning Outcomes (SLO's) and Program Learning Outcomes (PLOs) for their courses, and will be paid their usual non-instructional rate for the number of hours agreed upon by the Dean and the Faculty Member.

Section 14.6 Part-time faculty shall attend legally required nondiscrimination, sexual harassment, mandated reporter, and related trainings at the direction of the District. Part-time faculty will be paid their usual non-instructional rate for the number of hours set for the training.

ARTICLE XV. SCHEDULING

Section 15.1. Notification

Section 15.1.a. A scheduling calendar, including no less than the information listed below, will be furnished to each Faculty Member at the beginning of the scheduling process for each semester.

- (1) Beginning date of scheduling process.
- (2) Schedule requests may be made on a form provided by the District for that purpose.
- (3) Dates of periods during which schedule requests may be made.
- (4) Date by which initial scheduling assignments will be completed.

Section 15.1.b. Each Faculty Member who is scheduled according to Section 1(a), above, will be notified no later than the date indicated in Section 1(a) (4), above.

Section 15.1.c. If a Faculty Member is not scheduled for the succeeding semester to the one currently employed, he or she may submit a written request to the appropriate Vice President or designee requesting the reason. A response in writing will be supplied upon such request, with a copy of said response to the Association. If requested by either the Faculty Member or the appropriate Vice President or designee, a conference shall be held between the individuals to discuss such reasons. Upon request, an Association representative may be present.

Section 15.2. 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 evaluation, who consistently comply with Board policies and procedures, and who have successfully demonstrated their ability to meet the professional obligations of a part-time faculty member. Priority assignments are for the Fall and Spring semesters only.
- (2) The District shall create ~~an~~ annual Priority Assignment Lists (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 and fourth terms 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 15.2.a. Eligibility

- (1) Part-time faculty hired after the date of this agreement will be eligible to be placed on the PAL after they have completed six-semester (fall/spring) of service within a four-year within a specific discipline, if their most recent evaluation has been satisfactory within those six semesters at a particular College. Semesters of service worked in a temporary full-time contract will accrue toward PAL eligibility.
- (2) Part-time faculty members working a consistent pattern of one term per academic year will be eligible for placement on the PAL after completion of four (4) semesters within a four (4) year period within a specific discipline and whose most recent evaluation at a particular college has been satisfactory. Faculty members in this category must have two (2) evaluations on file, with the most recent evaluation being satisfactory, before becoming eligible for placement on the PAL.
- (3) 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 provided by the District and related to Unlawful Discrimination Prevention, Sexual Harassment Prevention, and/or Title IX.

Section 15.2.b. Initial Determination of Ineligibility

- (1) Part-time faculty members whose most recent evaluation is unsatisfactory shall not be placed on the PAL. These faculty members may request a meeting with Dean to discuss the evaluation in accordance with Article X, Section 10.13.
- (2) Part-time faculty who receive a Needs to Improve rating on their most recent evaluation shall be removed from the PAL, and a follow-up evaluation will be conducted in accordance with Article X, Section 10.14.
- (3) Part-time faculty members with fewer than six semesters (Fall/Spring) at a particular College within a four-year period, shall not be placed on the PAL.
- (4) Part-time faculty who have not taught in the discipline for over 15 months shall not be placed on the PAL.
- (5) Managers will not be placed onto the PAL but will be considered for assignments after PAL assignments have been offered.
- (6) Classified employees, who taught as part-time faculty for the District prior to November 1, 2017 and who also meet the eligibility requirements outlined herein, will be eligible for placement onto the PAL. Classified employees meeting these terms will also receive eligibility credit* towards their PAL placement, per Article 15.2.a.1, for the Fall 2018 and Spring 2019 semesters. Classified employees, who had not taught as part-time faculty for the District prior to November 1, 2017 will not be placed onto the PAL but will be considered for assignments after all PAL assignments have been offered.

* Eligibility Credit is defined as the average LHE worked by the classified employee over the number of primary terms taught since Fall 2015.

Section 15.2.c. 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.
- (3) Part-time faculty hired on the same date, in the same discipline, at the same College shall have their order on the PAL set by lottery.

Section 15.2.d. 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) MEL shall be:
 - a. One section or 6.75 service hours for part-time faculty members who have taught six LHE or less for at least four of the last eight semesters within a discipline (with at least two of those semesters worked during the last two years); or
 - b. Six LHE or 13.5 service hours for part-time faculty members who have taught six LHE or more for at least four of the last eight semesters within a discipline (with at least two of those semesters worked during the last two years); or
 - c. Part-time faculty members working a consistent pattern of one semester per academic year will be eligible for a MEL (under the provisions of 2.a and 2.b above) only in semesters consistent with that pattern.
- (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 Open Educational Resource course.

Section 15.2.e. 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.

Section 15.2.f. Bumping

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

Section 15.2.g Removal from the PAL

The District retains the right to remove any part-time faculty member from the PAL should just cause exist to do so, including, but not limited to, inability to meet professional obligations, inability to comply with contractual obligations, or inability to comply with District Board policies and procedures. Before any part-time faculty member is removed from the PAL, the Division Administrator and the CCA President shall be notified. The reasons for the decision to remove a part-time faculty member from a PAL may not be arbitrary or capricious and shall be provided in writing to the part-time faculty member upon request with a copy to the Association.

Section 15.2.h Statutory Requirements

Part-time faculty members are “temporary employees” as a matter of law, and Education Code Section 87665 applies to their employment.

Because of full-time contractual provisions related to overload, as defined in the collective bargaining agreement between the District and the Coast Federation of Educators, a full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes which the full-time Faculty Member regularly teaches. Further, because of cancellation or reduction of a full-time Faculty Member’s load, the full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes for which the full-time Faculty Member is qualified to teach according to his/her Faculty Service Area. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

Section 15.3. New Course Development

A part-time Faculty Member who develops, on his or her own initiative (not work for hire), a new course or creates a class that is a new delivery method of an existing course, and that class has been placed on the schedule with required enrollment, shall have the protection of Article XV, Section 2 after four consecutive semesters.

Section 15.4. Scheduling Decisions

The College scheduling decisions, and the reasons therefore, shall not be subject to the grievance procedure in this Agreement.

ARTICLE XVI. INTERVIEW CONSIDERATION FOR FULL-TIME FACULTY POSITIONS

In compliance with Equal Employment Opportunity policies and practices, part-time faculty members shall have the ability to submit an application for full-time faculty positions that become available. When more than five (5) full-time faculty positions are approved and posted for the following fall semester, the District shall provide support and training for part-time faculty who desire to apply for full-time positions.

Nothing in this article shall be interpreted as limiting or otherwise restricting the District's obligation to conduct statewide open recruitment pursuant to Title 5, Section 53021 of the California Code of Regulations.

ARTICLE XVII. CONTRACT DISTRIBUTION

Section 17.1. Contract Distribution

- (a) As soon as practicable after settlement of this contract, the District shall print at least sufficient copies of this Agreement for distribution to all Faculty Members.
- (b) The District will bear the cost of the printing of this Agreement.
- (c) The District shall distribute copies of this Agreement to all Faculty Members.
- (d) The District shall distribute the Agreement and Association materials supplied by the Association to any Faculty Member hired after this contract becomes effective and has been distributed to the current Faculty Member.
- (e) Should a Faculty Member, for any reason, fail to receive a copy of this Agreement, and the above-cited Association materials, the District agrees to remedy the oversight as soon as practicable after being notified of the oversight, by supplying the Faculty Member with a copy of the Agreement and the Association materials.

ARTICLE XVIII. SAVINGS CLAUSE

Section 18.1. Savings Clause

Section 18.1.a. If any article, section, or provision of this Agreement shall be found to be contrary to, or in conflict with, Federal or State law, that article, section, or provision shall be voidable with no effect to any other article, section, or provision because of the contradiction or conflict with Federal or State law.

Section 18.1.b. Such article, section, or provision being rendered voidable shall be subject to renegotiation within a reasonable period.

ARTICLE XIX. ZIPPER CLAUSE

Section 19.1. Zipper Clause

This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XX. LENGTH OF AGREEMENT

This Agreement shall become effective July 1, 2021, except as specifically stated otherwise, and shall continue in effect, up to and including June 30, 2024.

The District and the Association have agreed that either Party may request to reopen up to two one non-economic Article in each of the 2021-2022 and 2022-2023 fiscal years as well as any other Articles which may be mutually agreed upon. In the 2023-2024 year, either Party may request to reopen up to two Articles of their choice as well as any other Articles which may be mutually agreed upon.

Robin Devitt, CCA Chief Negotiator/Date

Crystal Crane, District CCA Chief Negotiator/Date

Lynn Buller, CCA President/Date

Dr. Marco Baeza, Vice Chancellor, HR/Date

Jim Moreno, Board President/Date

GRIEVANCE FORM – LEVEL I

A “grievance” is defined as a claim that the District has violated a provision of the collective bargaining agreement, and that by such a violation, the grievant has been harmed.

For complete information regarding grievance procedures and timelines, please refer to Article IX. Grievance.

Grievant’s Name: _____

Contact Phone Number _____ Immediate Supervisor: _____

Instructions: This form must be filed with the immediate supervisor no later than twenty-five (25) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation of the Agreement giving rise to the grievance. The immediate supervisor shall notify the College HR Director of the grievance no later than 48 hours after its receipt.

1. Date on which it was learned that an alleged violation of a specific provision of the Agreement occurred.

2. Date of the informal conference with the immediate supervisor to try and resolve the grievance informally.

3. Indicate the specific article(s) and sections(s) of the Agreement alleged to have been violated.

4. Provide a clear and concise statement of facts giving rise to the alleged grievance including the date and any witnesses. Indicate how the event or situation violated the Agreement.

5. Indicate the remedy or correction requested.

Grievant's Signature _____ Date _____

6. A written response from the immediate supervisor is due within 10 days of receipt of the grievance. A copy of which is to be attached to this form.

Date Grievance Received by Supervisor _____

Date Written Response Provided to Grievant _____

Supervisor's Signature _____ Date _____

7. Outcome

☐ Resolved

☐ Not Resolved – Appeal to Level II

Comments/Justification

Grievant's Signature _____ Date _____

GRIEVANCE FORM – LEVEL II

A "grievance" is defined as a claim that the District has violated a provision of the collective bargaining agreement, and that by such a violation, the grievant has been harmed.

For complete information regarding grievance procedures and timelines, please refer to Article IX. Grievance.

Grievant's Name: _____

Contact Phone Number _____ Immediate Supervisor: _____

Instructions: This form must be filed with the Vice Chancellor of Human Resources within ten (10) days of the time the Level I grievance was completed. A copy of the Level I Grievance Form should be attached.

1. Indicate the basis for the appeal.

2. Indicate the remedy or correction requested.

Grievant's Signature _____ Date _____

3. A written response from the Vice Chancellor of Human Resources is due within 10 days of receipt of the grievance. A copy of which is to be attached to this form.

Date Grievance Received by the VC of HR _____

Date Written Response Provided to Grievant _____

VC of HR Signature _____ Date _____

4. Outcome

☐ Resolved

☐ Not Resolved – Appeal to Level III Arbitration

Comments/Justification

Grievant’s Signature _____ Date _____

GRIEVANCE FORM – LEVEL III Arbitration

A "grievance" is defined as a claim that the District has violated a provision of the collective bargaining agreement, and that by such a violation, the grievant has been harmed.

For complete information regarding grievance procedures and timelines, please refer to Article IX. Grievance.

Grievant's Name: _____

Contact Phone Number _____ Immediate Supervisor: _____

Instructions: This form must be logged with the Vice Chancellor of Human Resources within twenty (20) days after receipt of the decision for the Level II grievance and be accompanied by all relevant Level I and Level II grievance documents.

1. I hereby request that this grievance be submitted to Level III, Arbitration.

Grievant's Signature _____ Date _____

2. Received by the Vice Chancellor of Human Resources.

Date _____

Name of Arbitrator Assigned _____

Dates of Arbitration _____

The Arbitrator's decision will be attached to this form.

The decision of the Arbitrator shall not be binding upon the District, but shall be advisory only.

--

--

--

--

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

1. Knowledge of subject:
2. Ability to present ideas; clarity of explanations:
3. Use of instructional techniques and aids that stimulate thinking, interest and meet student needs:
4. Encouragement of student participation:
5. Evidence of preparation for class and organization of material:

6. Evidence of effective class time management:

7. Instructional content follows course outline of record:

8. Instructor engages with students:

9. Student Learning Outcomes: Are the course SLOs from the official Course Outline of Record accurately included on the evaluatee's course syllabus? Yes: ☐ No ☐
How has the evaluatee used SLO assessments to improve student learning?

Strengths:

RATING:

☐ Satisfactory

☐ Needs Improvement. If checked, must include a separate Performance Improvement Plan (PIP).

☐ 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: _____

COAST COMMUNITY COLLEGE DISTRICT LIBRARIAN 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 ☐.

Librarian 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:

Assessment	Comments
1. Knowledge of topics discussed.	
2. Ability to present ideas; clarity of explanations.	
3. Ability to assist students with appropriate resources to satisfy student information needs.	
4. Taught students skills to meet their information and/or research need.	
5. Effective use of time.	

6. Knowledge of library services and resources.	
7. How does the evaluatee use feedback to improve library services on a continuing basis?	

Strengths:

RATING:

☐

Satisfactory

☐

Needs Improvement. If checked, must include a Performance Improvement Plan (PIP).

☐

Unsatisfactory

Suggestions:

Date of Post-Observation Conference: _____

Remarks by Librarian (Evaluatee):

Additional comments by Evaluator(s):

Signature of Evaluatee: _____ Date: _____

Signature of Evaluator who authored this Observation Report: _____ 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

☐

Needs Improvement. If checked, must include a Performance Improvement Plan (PIP).

☐

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: _____

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 course SLOs from the official Course Outline of Record on the evaluatee's course syllabus? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Strengths:

RATING:

- ☐ Satisfactory
- ☐ Needs Improvement. If checked, must include a Performance Improvement Plan (PIP).
- ☐ 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: _____

<p style="text-align: center;">COAST COMMUNITY COLLEGE DISTRICT INSTRUCTIONS FOR ADMINISTERING PAPER STUDENT OPINION OF TEACHING FORMS</p>

To be administered by the evaluator or a student or other third party, as assigned by the evaluator, 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 and questionnaires to me."

3. Pass out the opinion forms.
4. When students are finished, put all the forms in the envelope. If the surveys are being administered by anyone other than the evaluator or chair of a tenure review committee, the envelope shall be immediately sealed by the person administering the survey and that person shall sign their name across the seal and deliver it directly to the evaluator.
5. Once the evaluator or tenure review committee has reviewed the surveys they shall be returned to the Division Office in a sealed envelope.

COAST COMMUNITY COLLEGE DISTRICT ANONYMOUS SURVEY OF STUDENT OPINION OF TEACHING

Instructor Name:

Course/CRN:

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.						

Additional comments on back.

COAST COMMUNITY COLLEGE DISTRICT ANONYMOUS STUDENT SURVEY OF LIBRARY INSTRUCTION

Librarian Name:

Course/Topic:

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable Does not apply	Comments
Please identify the degree to which you agree with each statement below.						
Expectations and Grading						
1. The librarian makes the outcome of the presentation clear.						
2. The librarian uses class time effectively.						
3. The librarian was knowledgeable about library services and resources.						
Communication						
4. The librarian taught me to find what I needed.						
5. The librarian addressed my questions.						
6. The librarian communicates effectively.						
Teaching Style / Learning Strategies						
7. The librarian encouraged student participation when appropriate.						
8. My interaction with the librarian gave me a better understanding of the range of library services and/or resources (books, databases, etc.) that I can use to succeed as a student.						

Additional comments:

COAST COMMUNITY COLLEGE DISTRICT ANONYMOUS STUDENT SURVEY OF COUNSELING SESSION FORM

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.

Counselor Name:

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	Strongly Disagree	Not Applicable Does not apply	Comments
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 had the knowledge and expertise to help me.						
6. The counselor was approachable and courteous.						
7. The counselor communicated clearly and effectively.						
8. The counselor made recommendations to me about my educational/vocational/career plans.						
9. 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 this page.

COAST COMMUNITY COLLEGE DISTRICT
Faculty Performance Improvement Plan (PIP)

Name of Evaluatee:

Term of Evaluation:

Date PIP issued:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

Performance Improvement Plan (PIP)

Performance to be improved, Including a description of current performance.	Criteria by which performance will be measured.	Date/term for completion of performance improvement.	Date/term for assessment of performance improvement.	Resources available to support improvement.

132

Performance Improvement Plan (PIP)

Failure to satisfactorily complete this PIP could impact future scheduling and employment decisions.

The evaluatee and the evaluator(s) acknowledge the improvement plan as outlined herein.

	Print Name	Signature	Date
Committee Chair/Department Chair/Evaluator:			
Committee Member (If applicable):			
Committee Member (if applicable):			
Committee Member (If applicable):			
Evaluatee:			
Dean:			

Notes:

Part-time faculty do not have a committee evaluation.

This PIP will be attached to the evaluatee's next evaluation/summary report.

COAST COMMUNITY COLLEGE DISTRICT

DEPARTMENT CHAIR

PERFORMANCE EVALUATION

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Department Chair Name:

Date:

Division:

Evaluation year: First year evaluation: ☐ Second year evaluation: ☐.

Instructions: Indicate by a check on the appropriate line the evaluation which, in your best judgment, describes the performance of the Department Chair.

If Department Chair is rated "Needs Improvement" or "Unsatisfactory", explanation must be provided.

	Satisfactory	Needs improvement	Unsatisfactory
A. Effectively communicates professionally and clearly with represented faculty.			

Explanation/comments:

	Satisfactory	Needs improvement	Unsatisfactory
B. Effectively communicates professionally and clearly with Dean.			

Explanation/comments:

	Satisfactory	Needs improvement	Unsatisfactory
C. Effectively fulfills performance responsibilities as defined on the job description (available through the VPI's office).			

Explanation/comments:

Additional comments and recommendations:

COAST COMMUNITY COLLEGE DISTRICT HEAD COACH EVALUATION

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Head Coach/Evaluated Name:

Date of Observation/Time – From/To:

Evaluator Name:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

In accordance with the provisions of the Master Agreement, this employee has been evaluated and determined to be:

☐ Satisfactory

☐ Needs Improvement. If checked, must include a separate Performance Improvement Plan (PIP).

☐ Unsatisfactory

Professional Competence	Satisfactory	Needs to Improve	Unsatisfactory
1 Demonstrates professional knowledge and devotion in his/her field of coaching during the performance of assigned duties.			
2 Delivers high quality instruction, teaches fundamental skills and designs organized/efficient practice sessions.			
3 Team and/or individual performance outcomes measured from the CCCAA season of sport (squad size, competitiveness, retention, transfers).			
Professional Responsibilities	Satisfactory	Needs to Improve	Unsatisfactory
1 Meets promptly and effectively all CCCAA bylaws and obligations to the District.			
2 Effective, professional and timely communication with: supervisors, managers, colleagues, support staff, assistant coaches and student-athletes.			

APPENDIX B-13

3	Demonstrates effective student success in the areas of A.A. completion and/or transfer to a four-year university.			
4	Understands and follows all conference, CCCAA compliance rules and district policies. Completion of CCCAA Certification - Annual			
5	Meets department and team goals and philosophies.			
Professional Activities		Satisfactory	Needs to Improve	Unsatisfactory
1	Participates in activities (local, state, national) that foster on-going and continued professional growth and development.			
2	Organizes, develops and implements a philosophy and plan for recruiting prospective student-athletes annually for their program.			
3	Attends department, conference, coach association, and CCCAA meetings pertaining to area of assignment.			
4	Develops appropriate and effective relationships with supervisors, faculty, staff, student-athletes, officials, opponents, and community.			

Signature of Evaluator:

Evaluator's Name - *Print Legibly*

Evaluator's Signature

Date

Signature of Reviewer:

Reviewer's Name - *Print Legibly*

Reviewer's Signature

Date

This report has been discussed with me. Signing this form does not necessarily mean that I agree with this performance rating.

Evaluatee's Name - *Print Legibly*

Evaluatee's Signature

Date

COAST COMMUNITY COLLEGE DISTRICT ASSISTANT COACH EVALUATION

Coastline Community College ☐ Golden West College ☐ Orange Coast College ☐.

Assistant Coach/Evaluated Name:

Date of Observation/Time – From/To:

Evaluator Name:

Tenure-Track Year: One: ☐ Two: ☐ Three: ☐ Four: ☐.

Tenured/Regular: ☐ Categorical: ☐ Temporary: ☐ Part-time: ☐.

In accordance with the provisions of the Master Agreement, this employee has been evaluated and determined to be:

☐ Satisfactory

☐ Needs Improvement. If checked, must include a separate Performance Improvement Plan (PIP).

☐ Unsatisfactory

Professional Competence		Satisfactory	Needs to Improve	Unsatisfactory
1	Demonstrates professional knowledge and devotion in his/her field of coaching during the performance of assigned duties.			
2	Delivers high quality instruction, teaches fundamental skills and designs organized/efficient practice sessions.			
Professional Responsibilities		Satisfactory	Needs to Improve	Unsatisfactory
1	Meets promptly and effectively all CCCAA bylaws and obligations to the District.			
2	Effective, professional and timely communication with: supervisors, managers, colleagues, support staff, assistant coaches and student-athletes.			
3	Understands and follows all conference, CCCAA compliance rules and district policies. Completion of CCCAA Certification - Annual			

4	Meets department and team goals and philosophies.			
Professional Activities		Satisfactory	Needs to Improve	Unsatisfactory
1	Participates in activities (local, state, national) that foster on-going and continued professional growth and development.			
2	Develops appropriate and effective relationships with supervisors, faculty, staff, student-athletes, officials, opponents, and community.			

Signature of Evaluator:

Evaluator's Name - *Print Legibly*

Evaluator's Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Signature of Reviewer:

Reviewer's Name - *Print Legibly*

Reviewer's Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

This report has been discussed with me. Signing this form does not necessarily mean that I agree with this performance rating.

Evaluatee's Name - *Print Legibly*

Evaluatee's Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

COAST COMMUNITY COLLEGE DISTRICT Student-Athlete Evaluation of Head Coach

Coach Name:

Team:

Date:

Please respond honestly to the statements listed below. DO NOT SIGN YOUR NAME.
DO NOT EVALUATE OTHER MEMBERS OF THE COACHING STAFF.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
4	3	2	1	NA

Scoring:	4	3	2	1	NA
<u>Commitment to Academic Success</u>					
Has clear academic policies and expectations for the team.					
Is committed to help me reach my full academic potential.					
Keeps track of my academic progress.					
Makes me aware of support services (Learning Labs, Success Center, Counseling).					
Helps me work toward my future goals					
<u>Professional Relationships</u>					
Makes decisions with the welfare of the entire team in mind.					
Demonstrates concerns for me as a person regardless of my stature on the team.					
Is consistent in expectations and reinforcement of acceptable behavior.					
Presented clear and understandable team guidelines.					
Enforces team rules and CCCD guidelines.					
Encourages team over self (helped in the formation of a unified team effort).					
Is available to me outside of formal practice sessions. (Open communication)					

Scoring:	4	3	2	1	NA
Is willing to help (or find help) with problems unrelated to athletics.					
Communicates effectively with players in practice/games.					
Demonstrates an overall commitment to CCCD.					
<u>Character and Conduct</u>					
Is enthusiastic and demonstrates a love for the game/sport.					
Adheres to CCCD District and CCCAA Guidelines.					
Has helped me develop a positive response in victory and defeat.					
Possesses self-confidence and overall confidence in the team.					
Displays conduct representative of that which would be expected of a Head Coach.					
<u>Improvement of Athletic Skills</u>					
Is effective in the teaching of skills and strategies of the sport.					
Is able to identify weaknesses and suggest methods of improvement.					
Displays confidence in his/her system.					
Prepares team with challenging off-season and in-season conditioning.					
Practices are challenging and beneficial to team/individual improvement.					
Practices adequately prepare players for competition.					
Demonstrates good judgment under pressure and makes adjustments as needed.					
Coaching staff is committed to working towards winning championships.					
<u>Overall</u>					
Promotes our sport on campus and in the community.					
I feel like I have grown as a player in this program.					
I feel like I have grown as a person in this program.					
The program has a positive future.					
I feel this program is something our school can be proud of.					

What do you feel are the main strengths of your head coach?

What areas do you think can be improved?

Additional information/comments related to the Program?

COAST COMMUNITY COLLEGE DISTRICT Student-Athlete Evaluation of Assistant Coach

Assistant Coach Name:

Team:

Date:

Please respond honestly to the statements listed below. DO NOT SIGN YOUR NAME.
DO NOT EVALUATE OTHER MEMBERS OF THE COACHING STAFF.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
4	3	2	1	NA

Scoring:	4	3	2	1	NA
Professional Relationships					
Motivates players in an overall positive manner.					
Character and Conduct					
Displays conduct representative of that which would be expected of an Assistant Coach					
Presents himself/herself in a professional manner.					
Sets a good example of sportsmanship.					
Treats players, coaches, officials, staff and others with respect.					
Improvement of Athletic Skills					
Demonstrates overall knowledge of the sport and game rules.					

What do you feel are the main strengths of your assistant coach?

What areas do you think can be improved?

Additional information/comments related to the Program?

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency

BB - Per LHE Rate					
Grade / Step	I	II	III		
1	\$ 1,143	\$ 1,237	\$ 1,332		
2	\$ 1,237	\$ 1,332	\$ 1,411		
3	\$ 1,332	\$ 1,411	\$ 1,498		
4	\$ 1,411	\$ 1,498	\$ 1,591		
5	\$ 1,498	\$ 1,591	\$ 1,695		
6	\$ 1,591	\$ 1,695	\$ 1,804		
7	\$ 1,695	\$ 1,804	\$ 1,916		
8	\$ 1,695	\$ 1,804	\$ 1,916		
9	\$ 1,695	\$ 1,804	\$ 1,916		
10	\$ 1,805	\$ 1,921	\$ 2,041		
11	\$ 1,805	\$ 1,921	\$ 2,041		
12	\$ 1,805	\$ 1,921	\$ 2,041		
13	\$ 1,805	\$ 1,921	\$ 2,041		
14	\$ 1,805	\$ 1,921	\$ 2,041		
15	\$ 1,922	\$ 2,046	\$ 2,174		

BB - Hourly Rate					
Grade / Step	I	II	III	MI	MN
1	\$ 63.509	\$ 68.704	\$ 74.016	\$ 48.601	\$ 38.361
2	\$ 68.704	\$ 74.016	\$ 78.394		
3	\$ 74.016	\$ 78.394	\$ 83.239		
4	\$ 78.394	\$ 83.239	\$ 88.375		
5	\$ 83.239	\$ 88.375	\$ 94.154		
6	\$ 88.375	\$ 94.154	\$ 100.225		
7	\$ 94.154	\$ 100.225	\$ 106.471		
8	\$ 94.154	\$ 100.225	\$ 106.471		
9	\$ 94.154	\$ 100.225	\$ 106.471		
10	\$ 100.274	\$ 106.740	\$ 113.391		
11	\$ 100.274	\$ 106.740	\$ 113.391		
12	\$ 100.274	\$ 106.740	\$ 113.391		
13	\$ 100.274	\$ 106.740	\$ 113.391		
14	\$ 100.274	\$ 106.740	\$ 113.391		
15	\$ 106.792	\$ 113.678	\$ 120.761		

Miscellaneous Instructional Rate (MI) - \$388.81/Day - \$48.601/Hour

Miscellaneous Non-Instructional Rate (MN) - \$306.89/Day - \$38.361/Hour

Effective 2021-2022 Academic Year (5.07% COLA Increase)

MEMORANDUM OF UNDERSTANDING

Between

Coast Community College District

And

Coast Community College Association

Re:


Distribution of Parity Funds

1. This is Memorandum of Understanding (MOU) between the Coast Community College Association ("CCA") and the Coast Community College District ("District") regarding the distribution of available parity fund ("Parity Funds")
2. These Parity Funds are to be distributed pursuant to the Part-Time Faculty Parity Compensation Program ("Program") and are allocated by the State Chancellor's Office for the purpose of increasing compensation for part-time faculty. Parity Funds are distributed to community college districts based on the total actual full-time equivalent students ("FTES") served in the previous fiscal year as determined by the State Chancellor's Office.
3. This MOU will be effective commencing for the 2009-2010 academic year and until the Program is no longer funded by the State of Board of Trustees, whichever comes first.
4. It is hereby agreed between the District and CCA that Parity Funds shall be distributed as follows:
 - (a) During the 2008-2009 academic year, Parity Funds were partially distributed according to the "B-1" salary schedule for Unit Members.
 - (b) Any undistributed Parity Funds remaining on June 30, 2009 from the state's final allocation will be distributed in a lump sum before July 30, 2009 or within 30 days after the final state budget for 2008/2009 and 2009/2010. The funds will be distributed based on each Unit Member's percentage of the total District Part Time faculty payroll for 2008-2009.
 - (c) Beginning in 2009-10, the "B-1" salary schedule is deleted and the Parity Funds will be distributed in a lump sum after the Spring semester in July, based on each Unit Member's percent of the total expenditure in Schedule B. The total percentage for each Unit Member shall include all payrolls from July 1 to June 30 of that academic year. The funds will be distributed based on each Unit Member's percentage of the total District Part Time faculty payroll for each academic year.
5. Listed below are the "estimated" statutory and other employer paid costs for Unit Members that will be deducted by Parity Fund distributions to unit members.

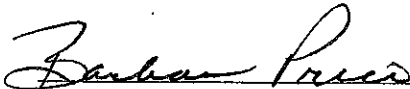
Medicare 1.45% Worker's Compensation 1.70% UIC 0.30%

COAST COMMUNITY COLLEGE
COLLEGE DISTRICT

COAST COMMUNITY
COLLEGE ASSOCIATION (CCA)



Jim Moreno
President, Board of Trustees



Barbara Price, Ed. D.
President

Date: 7/15/09

Date: 7-15-09

INDEX

A

Academic Freedom and Responsibility	5
Access, Right of.....	2
Administrator, Definition.....	1
Agreement.....	1
Agreement, Length of	28
American Arbitration Association	12
Arbitrators.....	12
Association	2
Association, Definition	1
Association Office	2
Association Rights	2-5

B

Board, Definition	1
Budgetary Information.....	2
Bulletin Boards.....	2

C

Cancellation, Class	19
Coast California Teachers Association, Definition.....	1
Coast Community College District, Definition	1
Chancellor, Definition	1
Class, Large Lecture	9, 17
College, Definition	1
Compensation	16
Compensation, Miscellaneous	4
Consultation.....	4
Contract Distribution	27

D

Definitions	1
District, Definition.....	1
Documents, Copies	11
Domestic Partners	22
Dues	9
Dues Deduction	9

E

Education Code, Definition	1
Educational Employment Relations Act	4
Evaluation, Unsatisfactory	15
Evaluation Procedures	13

F

Faculty Meeting	4
Faculty Meeting Agenda.....	4
Faculty Member, Definition.....	1
Files, Official	10

G

Grievance.....	11-13
Grievance, Definitions	11
Grievance, Level I	11
Grievance, Level II	12
Grievance, Level III.....	12

H

Hour, Class	17
Hour, Lecture.....	17
Hour, Non-lecture	16
Hours	16

I

Instructional Materials Center.....	2
-------------------------------------	---

L

Leave	20-22
Leave, Personal Necessity	21
Leave, Sick	20
Lecture Hour Equivalency	17-18
Length of Agreement	28

M

Mailboxes	5
Management Rights	1
Meeting, Pre-school.....	18
Meeting, Required	18

N

New Employee Information.....	2-3
Newsletter, Association	2

P

Parking.....	5
Parties, Definition	1
Payment Schedule.....	19
Personnel Files.....	10-11
Preamble	1
Professional Development	22
Public Employment Relations Board.....	1

R

Recognition.....	1
Reopeners (Length of Agreement).....	28
Response, Right of	10
Review, Right of.....	10
Roster (New Employee Information).....	2-3

S

Salary Schedule	16-20, 60
Savings Clause	27
Scheduling Calendar	23
Scheduling Calendar, Notification	23
Summer School Pay	19

T

Teaching Rate (Compensation)	18-20
------------------------------------	-------

U

Unit Stability	4
----------------------	---

W

Warrant, Final	19
Work Experience	10, 18

X,Y,Z

Zipper Clause	27
---------------------	----