Agreement Between

Palomar Faculty Federation, CFT/AFT

and

Palomar Community College District

FY13 – FY14

Ratified by Governing Board: October 8, 2013
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District/PFF Agreement
Signature Page

Palomar Community College District:  Palomar Faculty Federation:
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Governing Board President
Palomar Community College District

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Superintendent/President
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Shannon Lienhart  1/13/14
Co-President
Palomar Faculty Federation

Christina Moore  1/14/14
Co-President
Palomar Faculty Federation

Teresa Laughlin  1/7/14
Chief Negotiator
Palomar Faculty Federation
ARTICLE 1 – AGREEMENT

1.1 The Articles and provisions herein constitute a bilateral and binding Agreement between the Governing Board of the Palomar Community College District (hereinafter “District”) and the Palomar Faculty Federation, CFT/AFT, AFL-CIO (hereinafter “Union” or “Federation”).

1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act (hereinafter “EERA”) at Government Code §3540 et seq.

1.3 This Agreement shall remain in full force and effect from October 9, 2013 through October 8, 2014. This Agreement is a 1 year, closed-end contract with no reopeners except by mutual agreement. If there is a change in state or federal law after the ratification of this Agreement, which results in a direct and irreconcilable conflict with any specific term of this Agreement, at the request of either party, the District and the Federation shall negotiate over the affected specific term.
ARTICLE 2 - RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

2.1 The District recognizes the Palomar Faculty Federation, CFT/AFT, as the exclusive representative of the faculty bargaining unit effective January 2, 2001.

2.2 The description of the bargaining unit is contained in Appendix A attached to this Agreement, and incorporated herein, which is a copy of the PERB’s Certification of Representative in Case No. LA-RR-1060.

2.3 Bargaining unit members on an authorized leave of absence remain members of the bargaining unit during such leave of absence.

2.4 The District and the Federation agree to attempt to resolve any proposed changes to the description of the bargaining unit before requesting the PERB to intervene in such issues.
ARTICLE 3 - ACADEMIC FREEDOM

3.1 The District and the Federation agree that faculty members have a right to express their professional opinions in learning environments with students. Faculty members shall make every effort to offer differing points of view on controversial subjects that may be reviewed or discussed in learning environments with students. Faculty members shall promote an atmosphere in learning environments with students that is conducive to free and open inquiry.

3.2 Faculty members retain their freedom of expression under both the federal and state constitutions. Faculty members shall have the following rights and responsibilities:

3.2.1. To use the normal channels of campus communication free of prior censorship;

3.2.2. To accept responsibility for the substance and manner of their campus communications;

3.2.3. To speak or write publicly, free of prior censorship or subsequent discipline by the College or District, as a citizen on matters of public concern;

3.2.4. To make reasonable efforts to be accurate in public statements about college and District matters, and to indicate that they write or speak as public citizens and not as spokespersons of the institution; and

3.2.5. To associate with those individuals or groups of one’s choice without prior restraint or subsequent discipline, unless such association is forbidden by law.

3.3 Faculty members shall not engage in any political activity in learning environments with students that is proscribed by §7050-7055 of the Education Code.
ARTICLE 4 - WORKLOAD & CALENDAR

4.1 General Information

4.1.1 The work year for full-time ten-month faculty members shall be one hundred seventy-five (175) work days for any academic year (two (2) semesters). The work year for full-time eleven-month faculty members shall be one hundred ninety-three (193) work days.

4.1.2 The work year for full-time ten-month counselors shall be one hundred seventy-five (175) days within the academic year (two (2) semesters) plus eighteen (18) contract work days to be scheduled in consultation between the counselor and the Dean.

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

4.1.4 A Calendar Committee shall be established consisting of three (3) members appointed by the Federation and three (3) members appointed by the District. The Committee shall develop a draft academic calendar for negotiation by the District and the Federation. Calendar negotiations shall commence no later than January 31st, seventeen (17) months prior to the academic year of implementation.

The Calendar Committee shall set the Tuesday following the Martin Luther King holiday as the start date for each spring semester. The spring break shall be the ninth week of the spring semester.

4.1.5 Full-time faculty members are employed for forty (40) hours per week, both on and off campus. However, full-time Child Development Center teachers are required to perform assigned duties for forty (40) hours per week at the assigned work site.

A tenured (regular) or a probationary (contract) faculty member working under an individual reduced contract with the District shall have a work week prorated on the basis of full-time equivalency.

The regular work week consists of work performed Monday through Friday. Assignments after 6:00 p.m. shall be equitably distributed among the faculty members in a given discipline. For specialized programs meeting on weekends, the faculty member shall have no less than two (2) consecutive duty-free days each week (e.g., Sunday-Monday or Thursday-Friday), and those days shall remain constant for the duration of the weekend assignment. A faculty member may request an exception to this provision. The request shall be made in
writing, and a copy shall be delivered to the Federation within two (2) working days following its delivery to the District.

4.1.6 Unless otherwise specified in the Article, the full-time Standard Workload of classroom faculty members shall include fifteen (15) lecture hours per week and fifteen (15) hours of preparation. Lecture/lab courses shall be loaded as currently done in each discipline at the time of ratification of this Agreement. Each faculty member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities. The office hours shall be held at a time convenient for the majority of students in the faculty member’s classes.

The term “Lecture Hours” means instructor-student contact hours in which the instructor gives a lecture or other presentation, which was previously prepared, to an established class of students where the students are required to complete substantial work prior to and/or after such presentation.

The term “Laboratory Hours” means instructor-student contact hours in which the instructor normally supervises student activities in a laboratory environment and also provides individual and/or group instruction.

A full-time faculty member may have less than a full-time load for the fall or spring semesters as long as the combined total for the two (2) semesters will result in a normal load within that academic year (July 1 - June 30). Due to the great variety of disciplines, subjects and instructional methodologies, some faculty workloads differ from the Standard Workload established by this Section. These non-standard workloads are specified in Appendix B.

4.1.7 Three (3) or fewer subject preparations shall be the standard for faculty members. If necessary to reach a full load, a faculty member may be required to have four (4) subject preparations. The Tenure and Evaluation Committee shall give serious consideration to the demands imposed by multiple preparations upon the performance of a probationary faculty member having four (4) preparations.

4.1.8 Full-time faculty members who teach both lecture hours and laboratory hours in a given semester shall have those assignments apportioned to equal, if arithmetically possible, the Standard Workload or its equivalent. If such equality is arithmetically impossible, the resulting workload shall be as close to the Standard Workload as is possible.
4.1.9 Instructors in work-experience courses shall comply with all provisions of the California Education Code and Title 5 §58051. The student/instructor ratio in the work-experience program shall not exceed 125 students per full-time equivalent academic coordinator. Workload for work-experience courses shall be proportionate to the number of students enrolled.

4.1.10 A part-time faculty member’s assignment may include day, evening and/or weekend work, and work at more than one (1) location. The assignment is determined by the Dean, or first-level educational administrator to whom the faculty member reports, in consultation with the Department Chair and with reasonable input by the faculty member. There shall be no rule or arbitrary practice that prevents any part-time faculty hired pursuant to Ed Code 87482.5 from receiving up to sixty-seven percent (67%) in any one semester. In no instance will a part-time faculty member be permitted to exceed a load of 67% in a single semester.

4.1.10.1 Professional ancillary activities: Professional ancillary activities (Education Code 87482.5(c)(1)) which shall not to be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a full-time assignment shall mean: any and all paid or unpaid duties performed for the District outside the required, compensated service related to course instruction or duties of part-time librarians and counselors.

4.1.10.1.1 The District does not authorize paid tutoring services to be performed by part-time faculty members. Should voluntary tutoring take place, it shall not be used for purposes of calculating eligibility for contract or regular status.

4.1.10.1.2 All professional ancillary activities as defined in article 4.1.9.1 and its subdivisions shall not be used or included in calculating eligibility for contract or regular status.

4.1.10.1.3 Compensated reassigned time received by part-time academic employees as part of the District and PFF Agreement shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a full-time assignment.
4.1.11 Classes taught during intersession, spring break and summer shall not count against the sixty-seven percent (67%) part-time faculty load. Community Service seminars and workshops and Worksite Education courses (which can be credit, noncredit or not-for-credit) shall not be used to determine the load status for part-time faculty.

4.1.12 A full-time faculty member may work up to six (6) Lecture Hours (or equivalent) of overload per semester. Exceptions to this limit shall require the prior written approval of the Superintendent/President. All assigned overload must be approved by the Dean, or first-level educational administrator to whom the faculty member reports. Assignments during any intersession or summer session shall not count against the maximum allowable overload. Probationary or tenured faculty members working under an individual contract requiring less than full-time service shall not be given hourly assignments in addition to their contract assignments. Exceptions for special circumstances must be approved by the appropriate Assistant Superintendent/Vice President in consultation with the Federation and appropriate Dean.

4.1.13 Effective July 1, 2013, and in compliance with Education Code section 22138.5, the minimum standard for full time in community colleges shall be as specified in section 22138.5(c)(1) and (4), as may be amended. For all instructors employed on a part-time basis, the minimum standard shall be as set forth in section 22138.5(c)(5), as may be amended, plus an additional two (2) paid office hours annually for instructors teaching three (3) or fewer credit units; four (4) paid office hours annually for instructors teaching four (4) to six (6) credit units; and six (6) paid office hours annually for instructors teaching seven (7) to nine (9) credit units.

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

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

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

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

<table>
<thead>
<tr>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 h</td>
<td>Scheduled counseling and related duties</td>
</tr>
<tr>
<td>5 h</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td>5 h</td>
<td>Professional preparation</td>
</tr>
<tr>
<td><strong>40 h</strong></td>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

The thirty (30) hours of counseling and related duties, as coordinated with the Department Chair, shall comprise twenty-five (25) hours of scheduled counseling activities and/or department meetings and five (5) office hours.

4.2.2. A full-time counselor may teach at least one (1) course as part of his/her regular load. A faculty member who teaches a counseling course as part of the regular workload shall have the hours of scheduled counseling activities reduced by the number of lecture hours taught plus an equal number of hours for preparation and evaluation. A three-hour (3-hour) lecture course shall constitute twenty percent (20%) of a full load.

4.2.3. With the approval of the Department Chair and Division Dean, a counselor may teach a maximum of two (2) courses per semester as part of his/her regular load. Counselors in the Disability Resource Center (DRC) shall obtain approval of the Department Director and Division Dean.

4.2.4. A full-time counselor may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling process.

4.3 Disability Resource Center (DRC)

4.3.1. Disability Resource Center Instructors

4.3.1.1. Except as modified below, a DRC instructor/specialist whose primary assignment is instruction shall have the same workload as full-time faculty members in the academic departments.

<table>
<thead>
<tr>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 h</td>
<td>Scheduled class time</td>
</tr>
<tr>
<td>15 h</td>
<td>Prep time</td>
</tr>
<tr>
<td>5 h</td>
<td>Office</td>
</tr>
<tr>
<td>5 h</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td><strong>40 h</strong></td>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

District/PFF Agreement
Board Ratified 10/08/13
With Labs

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Scheduled lecture class time</td>
</tr>
<tr>
<td>6</td>
<td>Scheduled lab time</td>
</tr>
<tr>
<td>12</td>
<td>Prep time</td>
</tr>
<tr>
<td>5</td>
<td>Office</td>
</tr>
<tr>
<td>5</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td>40</td>
<td>Total</td>
</tr>
</tbody>
</table>

4.3.1.2. If that instruction includes a lab course, two (2) lab classes shall be equivalent to one (1) lecture class. One (1) hour of preparation time shall be allotted for each hour of lecture classes.

4.3.2. Disability Resource Center Consultation and Assessment

4.3.2.1. A DRC instructor/specialist who provides disability-specific consultation and assessment shall have the same workload as general counselors.

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Scheduled consultation/assessment</td>
</tr>
<tr>
<td>5</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td>5</td>
<td>Professional preparation</td>
</tr>
<tr>
<td>40</td>
<td>Total</td>
</tr>
</tbody>
</table>

4.3.2.2. If a DRC instructor/specialist provides both class instruction and disability-specific consultation and assessment, one (1) regular lecture class shall be equivalent to six (6) hours of consultation and assessment.

For example:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Scheduled class time</td>
</tr>
<tr>
<td>12</td>
<td>Prep time</td>
</tr>
<tr>
<td>6</td>
<td>Scheduled consultation/assessment</td>
</tr>
<tr>
<td>5</td>
<td>Office</td>
</tr>
<tr>
<td>5</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td>40</td>
<td>Total</td>
</tr>
</tbody>
</table>

4.3.3. A DRC instructor/specialist may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling process.
4.4 Librarians

4.4.1 Full-time faculty members who provide library services shall have the following workload:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Assigned library-related duties</td>
</tr>
<tr>
<td>5</td>
<td>Institutional responsibilities</td>
</tr>
<tr>
<td>5</td>
<td>Professional preparation</td>
</tr>
<tr>
<td>40</td>
<td>Total</td>
</tr>
</tbody>
</table>

4.4.2 To the extent that classes are available, a full-time librarian may teach at least one (1) course as part of his/her regular load. A faculty member who teaches a course as part of the regular workload shall have the hours of assigned library-related activities reduced by the number of lecture hours taught plus an equal number of hours for preparation and evaluation.

4.4.3 With approval of the department faculty or first-level educational administrator to whom the faculty member reports, a librarian may teach more than one (1) course per semester as part of his/her regular load.

4.4.4 A full-time librarian may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling.
ARTICLE 5 - NON-DISCRIMINATION

5.1 The District and the Federation agree that the District, the Federation, and faculty members shall not illegally discriminate against any faculty member on the basis of race, religion, color, national origin, ancestry, age, physical or mental disability, sex (including sexual harassment), sexual orientation, medical condition, marital status, political affiliation, veteran status, or protected Union activities under the Educational Employment Relations Act (EERA).
ARTICLE 6 - UNION RIGHTS

6.1 The District in the fall and spring semester of each academic year shall give the Federation a list of the names, work locations, departments, home addresses, home telephone numbers, salary schedule placement, activity status (e.g., active, sabbatical …), and percent of assignment for all full-time faculty members. Within the first week of each month of the calendar year, the District shall provide the Federation with the same information for all part-time faculty members currently teaching. Home address and telephone number will be omitted for those faculty members who request that their home addresses and home telephone numbers not be disclosed.

6.2 The District shall notify the Federation within thirty (30) days of the ratification of initial employment of any new faculty member and shall give the Federation the information for such new faculty member as provided in Section 6.1 of this Article.

6.3 Each new faculty hire, both full-time and part-time, shall receive a letter (Sample letter in Appendix C) from the District advising them of the statutory agency fee requirement and the resulting agency fee payroll deduction.

6.4 The District agrees to provide information to the Federation that is relevant to negotiations, grievance processing, and/or Federation business related to administration of this Agreement. Requests relevant to formal negotiations shall be made to the designated chief negotiator for the District. All other requests shall be made to the Assistant Superintendent/Vice President for Human Resource Services or designee. Requests shall be in writing and for specific information. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability).

6.5 The District agrees to provide to the Federation, upon written request, public budget information and related public documents and information, including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges.

6.6 The District shall provide one (1) copy of the book of Board Policies and one (1) copy of the book of Administrative Regulations to the Federation upon request. The District shall provide copies of any changes, additions, alterations or deletions to these books as they are implemented.

6.7 The District will provide the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda “package” at the same time as these materials are furnished to the Board.
6.8 Each faculty member, at their request, shall be provided, at no cost, one (1) copy of the Agreement. The Federation and the District will share the cost of this distribution. The District shall place the Agreement, including the table of contents and index, on its website. The District website shall include a feature permitting searches of the Agreement using key words.

6.9 The Federation shall have access to employee mail boxes consistent with applicable law. The District will provide an internet web page link on the Palomar College web page, to be listed under "Faculty Links".

6.10 The District shall provide the Federation with a locked mailbox designated for the use of the PFF/AFT.

6.11 The Federation shall have the right to put notices of all activities and matters of Federation concern on bulletin boards used for notices to the faculty. All such notices shall include the name of the Federation and date. The District shall provide reasonable bulletin board space on the San Marcos Campus and at satellite locations. The Federation shall be responsible for the content of all its information posted on bulletin boards.

6.12 The Federation shall have the reasonable use of District facilities at reasonable times. The Federation shall have the reasonable use of District equipment for the purpose of administering this Agreement. Advanced arrangements for such use shall be made with the Assistant Superintendent/Vice President for Human Resource Services or designee. The Federation will supply materials or pay the cost of materials. There shall be no disruption of District operations.

6.13 Authorized Federation representatives conducting Federation business may meet with faculty members on District property only during times when the participating faculty members are not required to perform assigned duties. Casual, incidental and brief conversations between faculty members during times when they are required to perform duties are not prohibited by this provision.

6.14 The District shall provide an office on campus for the Federation’s use in carrying out its responsibilities as the exclusive bargaining agent for the faculty.

6.15 The Federation shall designate the faculty representative(s) to serve on any committee or council that may be established in the District that relates to matters within the scope of bargaining. The Federation shall have the right to representation on District committees and councils that are responsible for subjects that may impact the collective bargaining relationship between the parties. The Federation shall have the sole responsibility for appointing PFF/AFT representatives to such committees and councils. Committees and councils currently established, subject to this provision, include (but are not necessarily limited to) the following (and their successors):
• Safety and Security Committee
• Benefits Committee
• Strategic Planning Council
• Budget Committee
• Facilities and Educational Master Plan Committee
• EEO Advisory Committee
• Governmental Affairs Committee

6.16 The District shall provide two (2.0) FTE per calendar year of reassigned time without loss of compensation for PFF/AFT representatives for the purpose of representation in matters involving the processing of grievances, and contract administration and enforcement. By no later than thirty (30) calendar days following the signing of this Agreement, the Federation will designate in writing, to the Assistant Superintendent/Vice President for Human Resource Services, the members who will be reassigned. Thereafter, the Federation will designate in writing at the beginning of each semester the members who will be reassigned.

6.17 In accordance with Education Code Section 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.

6.17.1 The Federation, upon the District’s request, shall reimburse the District all compensation paid the employee on account of any leave described in 6.17. Except in emergency situations or when waived by management, a request for such leave shall be provided to the District’s Human Resources Office at least 30 calendar days in advance.

6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4.1.9.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.

6.19 Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant reassigned time without loss of compensation where substitutes are required (or the equivalent in compensation for part-time faculty members serving, when they are not in paid status, up to one hundred twenty-five (125) hours per fiscal year) to no more than four (4) official negotiators of the Federation for meeting and negotiating with District negotiators.
ARTICLE 7 - DISTRICT RIGHTS

7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of this Agreement. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation including instructional times; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives within the scope of Assembly Bill 1725; ensure the rights and educational opportunities of students; determine staffing patterns; direct the work of its employees; determine faculty assignments; determine office assignments; determine the number and kinds of all personnel and select them; maintain the efficiency of the District operation; approve the curriculum within the scope of Assembly Bill 1725; cancel classes when necessary; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. The District also retains the right to hire, classify, assign, transfer, evaluate, promote, layoff, terminate, and discipline employees. The District reserves the right to make interim faculty appointments for new and/or vacant positions at any time, and also the right to make regular appointments in shorter than normal time frames in unusual circumstances.

7.2 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance of, and the use of judgment and discretion in connection therewith, shall be limited only by state and federal law, and the specific terms of this Agreement. This article shall not constitute a waiver of any right of the Federation or the Faculty Senate under the EERA or AB 1725, respectively.

7.3 In the event of a lawful emergency, the District retains the right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement. Such suspension shall continue only for the duration of the emergency and only while such temporary suspension continues to be necessary. For the purposes of this Section, an emergency shall be one declared by national, state, or local government or a natural disaster such as earthquake, fire or flood. The District agrees that, in regard to a declared emergency and decisions made therein, the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the grievance procedure when such declaration or decisions violate the provisions of this Agreement.
ARTICLE 8 - COURSE MAXIMUMS

8.1 Maximum Class Size

8.1.1 The maximum class size for each course shall be the smaller of the maximum capacity of the classroom (or other facility) or the enrollment cap established in the Master Course List (published on the Palomar College Instructional website at [http://www.palomar.edu/Instruction/]), which is incorporated herein by reference as though fully set forth in this Article of the Agreement. A copy of the Master Course List shall be retained in each academic department and shall be available to all faculty members.

8.1.2 All new courses or revisions to the Master Course List, must be submitted to the Course Maximums Committee (CMC), to determine their course maximum value. The CMC shall consist of three (3) faculty members jointly selected by the PFF and Faculty Senate, one (1) Instructional Dean selected by the Vice President for Instruction, and the Vice President for Instruction. The CMC shall determine the course maximum. The CMC shall meet each spring semester to ensure that Course Maximums on the Master Course List are maintained in a current status.

8.1.3 Online courses will have a maximum of thirty-two (32) students per course unless modified by the CMC.

8.1.4 The District shall update the Master Course List as new/revised course maximums are determined by the CMC.

8.1.5 Class enrollments in a particular facility shall not exceed the maximum occupancy established by state or local fire codes.

8.1.6 Faculty members may accept additional students (beyond the established maximum) by issuing enrollment permission codes or “add” slips. Faculty members shall not be coerced, pressured or induced to accept students beyond the established maximum enrollment.

8.2 Minimum Class Size

The minimum class size for all course sections shall be twenty (20) students. Any course section with an enrollment of fewer than 10 students 2 weeks prior to the first day of class, or an enrollment of fewer than 20 students one week before the first day of class, may be cancelled. However, classes with smaller enrollments may be offered for any of the following reasons:
8.2.1 There is only one (1) section of the course offered during the academic year and the course is required for transfer, an associate of arts degree or a certificate.

8.2.2 The smaller enrollment is required by law or the accrediting organization for that program.

8.2.3 Traditionally, the class has been combined with other related courses and the combined enrollment meets or exceeds twenty (20) students.

8.2.4 The course is experimental or is being offered for the first time.

8.2.5 The available facilities cannot reasonably accommodate twenty (20) students.

8.2.6 The cost for offering the class is covered by contract or other non-public funds.

8.2.7 The Vice President for Instruction finds that special circumstances warrant an enrollment below twenty (20) students.
ARTICLE 9 - LEAVES

9.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable laws. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

9.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

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

9.3 Sick Leave (Education Code §87781)

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

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

9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional
amount of leave of absence for illness or injury; pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served during the day. Part-time (adjunct) faculty members shall be credited 0.056 hours of sick leave for each hour of service scheduled.

9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

9.3.4 Part-Time/Overload Faculty Sick Leave

9.3.4.1 Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty who teach during the regular academic year and during the summer session. Sick leave is accrued after each payroll period at the rate of .056 hours for each hour paid and is tracked in two separate accounts, one for the regular academic year and one for summer. The respective sick leave balance is printed on employees' pay warrants (academic year or summer) each month.

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

9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.
9.5 Pregnancy Disability Leave (Education Code §87766)

9.5.1 A faculty member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member’s physician.

9.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

9.5.3 This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

9.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

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

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

9.6.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.

9.6.2 Allowable leave shall not be accumulative from year to year.

9.6.3 Industrial accident or illness leave will commence on the first day of absence.

9.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers’ compensation laws of this State, exceed the normal wages for the day.

9.6.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers’ compensation.

9.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be
entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers’ compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers’ compensation award, provide for a full day’s wage or salary.

9.6.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

9.7 Personal Necessity Leave (Education Code §87784)

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

For purposes of this provision, “personal necessity” is defined as:

9.7.1.1 Death or serious illness of a member of the employee’s immediate family.

9.7.1.2 Accident involving the employee’s person or property, or the person or property of a member of the employee’s immediate family.

9.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee’s working hours.

9.7.1.4 Observance of a religious holiday.

9.7.1.5 Matters of compelling personal importance or personal business as defined below.

9.7.1.5.1 The term “personal business” includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training
activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.

9.7.1.5.2 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management employee directly responsible for the faculty member. The faculty member must state the specific reason for the personal business leave.

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

9.8 Labor Code §233 Leave

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

9.9 Bereavement Leave (Education Code §87788).

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

9.9.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
9.10 Jury Duty Leave (Education Code §87035)

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

9.11 Family Care and Medical Leave

9.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.

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

a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;

b) To care for the employee’s spouse, child or parent with a serious health condition; or

c) If an employee has a serious health condition that makes the employee unable to perform his or her job.

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

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

9.11.5 Definitions

9.11.5.1 “Accumulated Sick Leave” means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
9.11.5.2 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

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

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

9.11.5.5 “Employment in the same position” means employment in the position which the employee held prior to taking a family care and medical leave.

9.11.5.6 “Employment in an equivalent position” means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

9.11.5.7 “Group health plan” means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

9.11.5.8 “Health care provider” means an individual:

a) Holding a physician’s and surgeon’s certificate or an osteopathic physician’s and surgeon’s certificate; or

b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

c) Who has been determined by the United States Secretary of Labor to be capable of providing health
care services under the Family and Medical Leave Act of 1993.

9.11.5.9 “Industrial Accident and Illness” means a work-related injury or illness.

9.11.5.10 “Intermittent Leave” means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

9.11.5.11 “Parent” means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood in loco parentis to an employee when the employee was a child.

9.11.5.12 “Reduced Leave Schedule” means a leave schedule that reduces an employee's usual number of working hours per day or per week.

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

   a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or

   b) Continuing treatment or continuing supervision by a health care provider.

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

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

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

9.11.6 Eligibility for Family Care and Medical Leave

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

9.11.7 Right to Family Care and Medical Leave

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

9.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.

9.11.8 Requests for Family Care and Medical Leave

9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days’ written notice is required.

9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

9.11.8.3 If the employee’s need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health
care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

9.11.9 Certification of Serious Health Condition from Health Care Provider

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

The certification shall include:

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

b) The probable duration of the condition;

c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and

d) A statement that the serious health condition warrants the participation of the employee to provide care for the employee’s child, parent or spouse.

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

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

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

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

9.11.10 Right to Reinstatement

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

9.11.11 Intermittent or Reduced Schedule Leave

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

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

9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is unpaid leave. However, an eligible employee may elect, or the District may require the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee’s own serious health condition or caring for the employee’s spouse/registered domestic partner, son, daughter, or parent for their serious health condition for any part of the twelve-week (12-week) period. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

9.11.12.2 In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect, or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

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

9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.

9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, “retirement plans”) and supplemental employment benefit plans to the same extent and under the
same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of “time accrued” under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward “time accrued” under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.

9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.

9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

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

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

9.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.
9.11.13.3 The employee may also elect, or the District may require the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

9.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

9.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

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

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

9.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.
9.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

9.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

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

9.12 Sabbatical Leave (Education Code §87767-87775)

9.12.1 All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee, must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.

9.12.2 To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.
9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:

a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).

b) Seniority (one (1) point per year of service in the Palomar Community College District).

c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

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

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

9.12.4. A sabbatical leave, to be approved, must be substantially related to the faculty member’s present assignment or future assignment with the District and is strictly limited to one or more of the following purposes:

a) Formal lower division, upper division, and/or graduate work at an accredited institution of higher learning substantially related to the faculty member’s field(s) of study.

b) Independent study involving substantial research, study and/or experience substantially related to the faculty member’s field(s) of study.

c) Creative work resulting in an original written contribution substantially related to the faculty member’s field(s) of study.
d) Travel incorporating substantial research, study and/or experience substantially related to the faculty member’s field(s) of study.

e) Temporary research or work in private business/industry or government substantially related to the faculty member’s field(s) of study.

9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half (½) pay or for one (1) semester at full pay. The amount of the one-half (½) pay or full pay shall be determined by the faculty member’s regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.

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

9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.
9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) of their number to serve as the faculty co-chair of the committee.

a) One (1) senator selected by the Faculty Senate
b) Assistant Superintendent/Vice President for Instruction, Co-Chair
c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
f) One (1) faculty member from each “instructional division” selected by the Faculty Senate and approved by the Federation

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

9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Board.
Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.

9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.

9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.

9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may
result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.

9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.

9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.

9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.

9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

9.13 Special Paid or Unpaid Leave

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

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

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

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year’s service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District
shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all paychecks.

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

9.15 Load Banking

9.15.1 General Information

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

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

9.15.1.3 "Deferred salary" means any compensation earned but not paid or banked.

9.15.1.4 Tenured, full-time faculty members may bank overload assignments for later redemption as load bank leave. Each year, eligible faculty members may bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load.

9.15.1.5 If previously load-banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.

9.15.1.6 Tenured full-time faculty may teach additional classes as an overload each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload.
9.15.1.7 No more than the equivalent of one (1) semester's full-time load may be accumulated. If a faculty member accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.

9.15.1.8 An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.

9.15.1.9 Faculty members may not bank overload assignments in categorically funded programs.

9.15.1.10 Faculty on load bank leave or any other leave may not bank hours during the leave.

9.15.1.11 Load bank leave may be taken in increments ranging from one (1) class to one (1) semester.

9.15.1.12 Load bank leave may be used for professional or personal reasons.

9.15.1.13 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provided in this section.

9.15.1.14 When overload assignments are banked for leave purposes, they shall be recorded as a percentage of a Faculty Member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.)

9.15.1.15 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library service is equivalent to twenty percent [20%] of a full load.)
9.15.1.16 If Faculty Members complete overload assignments in disciplines other than their primary assignment, they may bank those overload assignments as provided in paragraphs one and two, above, and as provided in this article.

9.15.1.17 When Faculty Members have banked the equivalent of one hundred percent (100%) of a semester’s full load they shall be eligible for a full semester of Load Bank Leave under the terms of this article.

9.15.2 Load Banking Procedure

9.15.2.1 Documented service to the District beyond regular teaching, counseling or library service is required to participate in load banking. To be eligible for load bank leave, a faculty member must have earned at least seven (7) service points, or a proportionate percentage thereof for a partial leave, within the three (3) years prior to taking load bank leave.

9.15.2.2 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be granted by the Superintendent/President at the faculty member’s request for compelling reasons. The three-year (3-year) period shall be extended automatically for any period during which:

a) The District does not approve a specific leave request during the three-year (3-year) period; or

b) The faculty member delays the leave at the request of the District.

9.15.2.3 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).

9.15.2.4 A faculty member on load bank leave must complete the terms of the Professional Development contract established for that academic year.

9.15.2.5 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.
9.15.2.6 The Dean shall, subject to the provisions of section 9.15.2.7, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

**Faculty on Load Bank**

<table>
<thead>
<tr>
<th>FTE Faculty</th>
<th>Allowable FTEF on Leave per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 9.9</td>
<td>1.0</td>
</tr>
<tr>
<td>10 – 19.9</td>
<td>2.0</td>
</tr>
<tr>
<td>20 +</td>
<td>3.0</td>
</tr>
</tbody>
</table>

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

9.15.2.8 Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

9.15.3 Banking Service

9.15.3.1 A tenured faculty member wishing to bank an overload assignment must complete the load bank application and have it approved by the Dean prior to commencing the banked assignment.

9.15.3.2 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.
9.15.4 Load Bank Leave

9.15.4.1 The number of hours to replace the assigned contract load must be accumulated before the faculty member can redeem them as a full or partial load bank leave. Tentative approval will be given based upon anticipated completion of the banked assignment. Documentation of at least seven (7) service points, or a proportional percentage thereof for a partial leave, must be provided by the faculty member before the leave can be approved. Tentative approval will be given based upon anticipated completion of earned service points.

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

a) The faculty member must complete a Request to Use Banked Leave and identify the semester during which the load bank leave will occur and the portion of that semester (e.g., 50% or 100% of a full load) that the faculty member will be on load bank leave; and

b) The request must be approved by the Dean and the appropriate Assistant Superintendent/Vice President.

9.15.4.3 A faculty member may withdraw load-banked funds only during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.4.4 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those hours already accumulated as deferred salary.

9.15.4.5 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.
9.16 Catastrophic Leave

9.16.1 General Provisions

9.16.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the California Education Code.

9.16.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

9.16.1.3 The CLB is intended to provide an extended period of time off work for either a faculty member who has suffered an incapacitating illness or injury, or a faculty member to care for an incapacitated member of the faculty member’s family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.

For faculty members who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the faculty member up to his/her base salary to the extent possible.

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

9.16.2 Donations

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

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

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

9.16.2.4 Donations of sick leave shall be voluntary.

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

9.16.2.6 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

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

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

9.16.3 Withdrawal Guidelines

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

9.16.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury (“disability”) as defined in Article 9.16.1.2.
9.16.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.

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

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

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

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

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

9.16.3.9 Withdrawals from the CLB shall be terminated whenever:

- The faculty member is able to return to work or the immediate family member no longer needs home care to be provided by the faculty member
- The current semester ends
- The faculty member receives a monthly disability income from another source
- The faculty member’s employment with the District is terminated
- The CLB runs out of donated sick days/hours.
9.16.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the faculty member may submit a new application.

9.16.4 Withdrawal Procedure

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

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

9.16.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

9.16.4.3 The certifying physician shall state the faculty member’s degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

9.16.5 Privacy Rights

9.16.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.
9.16.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.

9.16.6 Agent for the Faculty Member

9.16.6.1 If the treating physician certifies that the faculty member's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member’s behalf.
ARTICLE 10 - PROFESSIONAL DEVELOPMENT

10.1 In any academic year, there shall be twelve (12) professional development days, as authorized by Title 5 California Code of Regulations (CCR) §55724, during which faculty members shall participate in professional development activities in lieu of regular classroom instruction or other instructional activities. However, other work or non-work days may be utilized if approved in the individual agreement required under Section 10.2 of this Article. There shall be no replacement of regular duties if the approved professional development activities take place on workdays other than the twelve (12) designated for professional growth activities.

All full-time faculty members (regular, probationary, and temporary) shall complete the required professional development activities. Part-time faculty shall participate if their assignment equals or exceeds eight (8) weeks in any semester. Child Development Center teachers are not required to participate.

The twelve (12) professional development days (or a total of seventy-two (72) hours) shall include one (1) required orientation day immediately preceding the start of the fall semester.

10.2 Each academic year, all faculty members shall develop and submit an individual Professional Development Plan for review and approval by the Professional Development Coordinator. The plan shall be submitted no later than September 15 (February 15 for faculty teaching spring semester only). If a full-time faculty member plans to complete professional development activities during the summer break, the Professional Development Plan must be submitted no later than the preceding May 1 for prior approval. Approval for any travel and/or additional funding requires a separate application through the Dean or first-level administrator to whom the faculty member reports.

The Professional Development Plan, when approved, shall be the agreement required by Title 5 CCR §55726 and shall contain the following:

a) The particular activities during the designated days which the faculty member will perform in lieu of classroom instruction or other instructional activities.

b) The number of specific classroom hours or other instructional activity hours which are being substituted with the professional development activities, and the number of hours the faculty is required to spend in the professional development activities. For purposes of this Article, the number of hours for professional development activities for any academic year for full-time faculty shall be seventy-two (72) hours (twelve (12) days X six (6) hours per day).
c) The record-keeping responsibilities of the faculty member with regard to the approved professional development activities and the promise to cooperate in good faith with the provisions of the agreement and the directives from the Professional Development Coordinator.

d) A revised contract may be submitted at any time. For advanced approval, faculty members shall submit a revised contract prior to the activity for which there is a proposed addition, deletion or change.

10.3 Appropriate activities for professional development may include, but are not limited to, the following:

- Currency and growth in the faculty member’s field
- Workplace effectiveness
- Organizational dynamics

Each year, the Professional Development Coordinator shall publish specific examples of activities under each of these three (3) categories, including a list of College committees on which service will be considered a professional development activity, after consultation with and guidance from the Professional Development Advisory Board.

10.4 If a full-time faculty member does not successfully complete an approved Professional Development Contract by May 15, the Professional Development Coordinator will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the faculty member’s last paycheck for the year be reduced by an amount (in gross salary) proportionate to the activities not completed. For part-time faculty, the recommendation shall be that the last paycheck for the semester not include additional compensation for those professional development activities not completed by the first day of final exams in that semester.

10.5 Faculty members on one (1) semester leave must account for half (1/2) the number of hours set aside for professional development for the year. Faculty on load bank leave, however, must account for the full number of hours for the year. Faculty with partial contracts must account for the same proportion of professional development hours.

10.6 Part-time faculty must contract for professional development activities if they teach or work a full semester. Compensation at the part-time faculty member’s regular hourly rate will be paid with the final pay warrant of the semester. Failure to submit a Professional Development Contract will result in loss of professional development pay. The pay notice shall indicate the number of professional development hours that are assigned to each course. Usually, this will equal the number of hours in one (1) week of classroom time, or one (1) hour for every two (2) hours of assigned time for counselors and librarians. Part-time faculty teaching short-term classes may select and be compensated for professional development hours commensurate with the number of hours taught.
10.7 There shall be a Professional Development Coordinator who will be a full-time permanent faculty member who shall be jointly appointed by the Superintendent/President and the Faculty Senate once every two (2) years for a term of two (2) calendar years. There is no limit to the consecutive years of service, but there is an open application procedure every two (2) years. The position reports directly to and is evaluated by the Vice President for Instruction.

10.8 The duties of the Professional Development Coordinator include, but are not limited to, the following:

10.8.1 Receiving, reviewing, and approving/disapproving submitted Professional Development Plans from faculty members with the assistance of any staff member in the Professional Development Office or Professional Development Advisory Committee, and finalization of the individual Professional Development contracts.

10.8.2 Overseeing, reviewing, and approving/disapproving the required successful completion of the individual Professional Development contracts with the assistance of any staff member in the Professional Development office or Professional Development Advisory Committee.

10.8.3 Developing and approving professional development programs and workshops to meet identified needs, as required by Title 5 CCR §55730(b), including publishing each year specific examples of activities under each of the three (3) categories in Section 10.3 and a list of College committees on which service will be considered a professional development activity.

10.8.4 Providing resources for professional development activities.

10.8.5 Managing professional development resources (including purchasing equipment and supplies, maintaining accurate records, and submitting and maintaining balanced budgets) and coordinating publication availability with the library.

10.8.6 Coordinating activities with campus and community groups, including the North County Higher Education Alliance.

10.8.7 Ensuring compliance by faculty members and the District with all legal requirements for the professional development program, and especially including the relevant requirements of Title 5 CCR.
10.8.8 Keeping the professional development programs and workshops dynamic and rigorous, which includes an annual needs survey and an annual evaluation of the effectiveness of the programs and workshops, as required by Title 5 CCR §55730(d).

10.8.9 Supporting professional development activities in the District.

10.8.10 Publishing occasional newsletters during the year announcing and highlighting professional development activities.

10.8.11 Presenting the District’s approach to professional development programs to the Governing Board of the District, at conferences, to other Community College Districts, and to the State Chancellor’s Office, while also gathering information and ideas from them.

10.8.12 Co-chairing and assisting in the coordination, planning, and implementation of all orientation days for faculty members.

10.8.13 Maintaining accurate records on the description, type and number of professional development activities scheduled and the number of District employees and students participating in these activities, as required by Title 5 CCR §55730(c).

10.8.14 Serving as Chair and holding regular meetings of the Professional Development Advisory Board.

10.8.15 Providing needed documents to the State Chancellor’s Office as required by Title 5 CCR §55730(f).

10.9 Any decision by the Professional Development Coordinator may be appealed in writing to the Vice President for Instruction who will make the final decision. The Vice President for Instruction must receive any such appeal within ten (10) working days. The faculty member shall send a copy of the letter to the Federation. A “day” refers to a day that the District administrative office is open, excluding days during any intersession or summer session during which the faculty member is not scheduled to work.

The Assistant Superintendent/Vice President for Instruction shall respond within ten (10) working days, giving the reasons for the decision. A copy of the decision and the reasons therefore, shall be sent to the Federation. The decision of the Assistant Superintendent/Vice President for Instruction is final and not grievable.
10.10 The Professional Development Advisory Board provides guidance to the Professional Development Coordinator.

The Professional Development Advisory Board is comprised of:

- One (1) faculty member from each instructional division (five (5) members)
- One (1) faculty member each from Student Services and the Library (two (2) members)
- One (1) senior administrator (or designee)
- One (1) part-time faculty member

The Vice President for Instruction appoints the Senior Administrative member and the rest of the members are appointed by the Faculty Senate. The term of service is three (3) years.

10.11 Each full-time faculty member is required to participate in the governance, operation and representation of the College. These activities shall be entered on the Professional Development Contract.
ARTICLE 11 - PERSONNEL FILES

11.1 There shall be one (1) official District personnel file for each member of the bargaining unit. Confidential information in faculty personnel files shall be treated as such. The District will comply with federal and state law regarding the maintenance and release of confidential personnel information.

11.2 Faculty members will have the right to inspect their own District personnel files in accordance with Education Code §87031 and Labor Code §1198.5.

A faculty member may, upon clear written authorization signed and dated by the faculty member, designate a representative to review the material in the faculty member’s personnel file. The review shall take place in the office of Human Resource Services, and no personnel files will be allowed to be removed from the office of Human Resource Services.

Other District employees may have access to a faculty member’s District personnel file only when necessary for the performance of their official duties. Such access shall be limited to the office of Human Resource Services.

11.3 Information of a derogatory nature will not be entered or filed in a faculty member’s personnel file until the faculty member is given actual written notice and an opportunity to review and comment thereon. Such notice will allow ten (10) work days for review and comment. The written notice shall provide a reasonable opportunity for the faculty member to meet, prior to the conclusion of the ten-day (10-day) period, with the academic administrator who intends to enter or file the derogatory information. This ten-day (10-day) period shall be extended if the faculty member is not reachable at his/her current address or telephone number and the faculty member presents verifiable documentation to the Assistant Superintendent/Vice President for Human Resource Services explaining why the extension is needed. This ten-day (10-day) period for review and comment may be extended only by the Assistant Superintendent/Vice President for Human Resource Services or designee, and any extension shall be in writing. A faculty member will have the right to enter a written response, which will be attached to any such derogatory information being entered or filed in the faculty member’s personnel file.

For the purposes of this section, a “work day” shall be any day when the office of Human Resource Services is open. The ten-day (10-day) period provided for in this section shall be suspended for any work day on which the office of Human Resource Services is not open for at least eight (8) hours.

Anonymous derogatory information shall not be placed in a faculty member’s District personnel file.
11.4 A faculty member may petition the Assistant Superintendent/Vice President for Human Resource Services or designee to place derogatory information entered into or filed in the faculty member’s personnel file into a sealed envelope within the personnel file. The sealed envelope will be marked that it can be opened only by the Governing Board of the District, the Superintendent/President, or the Assistant Superintendent/Vice President for Human Resource Services. This petition may be submitted after a period of four (4) years has elapsed from the date the derogatory information was placed in the personnel file. If the petition is denied by the Assistant Superintendent/Vice President for Human Resource Services or designee, the reason(s) for the denial will be transmitted to the faculty member in writing. The decision by the Assistant Superintendent/Vice President for Human Resource Services or designee is final.

11.5 Upon the written request of a faculty member, one (1) copy of the materials in the faculty member’s personnel file that may be inspected by the faculty member, shall be provided to the faculty member at no cost to the faculty member. Faculty members shall pay for any subsequent copying of the same materials in the faculty member’s personnel file.

11.6 Faculty tenure and evaluation review files will be maintained in the District office of Human Resource Services. Summary evaluation reports transferred from the tenure and evaluation review files to official personnel files shall be handled in accordance with the rules and regulations for any other material placed in official personnel files.

11.7 A faculty member may request placement of materials relevant to his/her assigned duties or professional responsibilities in his/her District personnel file. The Assistant Superintendent/Vice President for Human Resource Services or designee will notify the faculty member of acceptance or will return the materials if not accepted.

1. Instructor Tenure & Evaluation Review Report – Probationary Faculty
2. Peer Evaluation Report for Tenured Faculty
3. Part-Time Faculty Summary Report
4. Peer Review for Non-Tenured Faculty – Temporary Full-Time Faculty
ARTICLE 12 - DEPARTMENT CHAIRS/DIRECTORS

12.1 The District may establish for any Department or Program in the District the position of Department Chair or Program Director (hereinafter referred to in this Article as the “Department Chair”). Department Chair positions are faculty positions.

12.2 The Department Chair will report directly to, and be under the immediate supervision of, the Dean or first-level administrator responsible for the department.

12.3 Election of a Department Chair

12.3.1 The Department Chair shall be elected, through the use of a secret ballot, for an initial two-year (2-year) term of office by a simple majority of the voting members of the department in which he/she teaches. The Department Chair’s position may be rotated among tenured members of the department. The Department Chair must be a full-time faculty member of the department that he/she will chair. The Department Chair also must be tenured, though probationary faculty may be elected as Chair if special circumstances exist.

Only tenured faculty members with the majority of their contract within the department will be eligible to become Department Chair, though an exception will be made in the event that no tenured faculty member within the department is available to assume the responsibilities of chairing. In that circumstance, a probationary faculty member or a faculty member who has a partial contract within the department may be elected.

12.3.2 If there is evidence that the Department Chair is performing his/her duties in a satisfactory manner, the current Chair may be re-elected for additional one-year (1-year) terms. Faculty may continue service to the department as Chair so long as elections are held on a yearly basis with subsequent terms of office lasting for one (1) year each.

12.3.3 To conduct the meeting at which the Department Chair is elected, a quorum must be present. A quorum for department meetings is defined as a simple majority of the tenure and tenure-track faculty of the department. Proxy votes for Department Chair will not be accepted.

12.3.4 The election of a Department Chair may not occur unless an announcement of the pending vote has been placed on the agenda of a department meeting, then distributed and posted within the department at least five (5) working days in advance of the meeting at which the voting takes place.
12.3.5 Any tenured or tenured-track member of the department may nominate a department member as a candidate for Department Chair.

12.3.6 The election must take place on or before April 15, and the Department Chair takes office on July 1 of the new fiscal year.

12.3.7 Copies of the minutes of the department meetings dealing with the election of a Department Chair must be kept in the departmental office and sent to the appropriate Division Dean.

12.4 Removal or Resignation of a Department Chair

12.4.1 The Department Chair may resign at any time

12.4.2 The majority of all tenure and tenure-track department members eligible to vote in departmental matters may recall the current Department Chair at a department meeting convened in accordance with Section 12.4.3 below.

12.4.3 The department meeting at which a recall may occur must be announced with the pending recall election placed on the agenda, and this notice must be posted and distributed to all voting members of the department at least five (5) working days in advance of the date of the meeting.

12.4.4 A quorum consisting of a simple majority of departmental voting members must be present for a vote to occur.

12.4.5 If a Department Chair is replaced, the new Chair shall assume office immediately, at the end of the semester, or no later than July 1.

12.5 Absences of the Department Chair

12.5.1 In the event of the Department Chair’s absence, for any reason, for a period of one (1) full semester or less, the Department Chair, in consultation with the appropriate Division Dean, may appoint a temporary replacement.

12.5.2 In the event of a recall, resignation, or absence from duties for more than one (1) semester because of illness, a leave of absence, a sabbatical leave or any other reason, the position shall be declared vacant, and an election shall be held to select a new Department Chair, who shall then assume the office immediately. If the new Department Chair assumes office with less than one (1) full semester remaining in the academic year, the fraction of the first year served shall not be
counted as part of his or her two-year (2-year) term; but if more than one
(1) semester remains in the academic year, the fraction of the first year
shall count as a full year in the determination of his or her tenure in the
office of Department Chair.

12.6 The Department Chair, under the immediate supervision of the Dean or first-level
administrator responsible for the department, is responsible for providing
leadership for the department and on behalf of the department to the District.
The Department Chair is responsible for various planning activities as well as the
organization, coordination, oversight, and evaluation duties involving the
operations of the department. These duties include, but are not limited to, the
following:

12.6.1 Budgeting

1) Prepare and accurately monitor department budgets
2) Set priorities for department resource needs in collaboration with
department members
3) Review and approve supply and equipment requests
4) Coordinate and review attendance and payroll reports

12.6.2 Curriculum

1) Coordinate curriculum development and review
2) Produce accurate and timely catalogue information
3) Maintain current department syllabi for all course offerings
4) Coordinate field trip requests
5) Review course substitutions and equivalencies
6) Approve credit by exam requests, where applicable
7) Facilitate textbook review and selection where appropriate
8) Coordinate selection of the data for inclusion in the Student
Learning Outcome Assessment Cycle (SLOAC) data base
9) Keep current of changes in the SLOAC/POD (Palomar Outcomes
Data Base)
10) Provide aid to department members inputting SLOAC data.

12.6.3 Department Leadership

1) Represent the department within the division and to administration
2) Participate in and encourage faculty participation in shared
governance
3) Conduct department meetings. Chairs shall conduct at least one
department meeting per semester.
4) Maintain minutes from department meetings and make them available to department members
5) Attend Department Chair and Division meetings
6) Investigate and mediate student complaints, except those involving discrimination or sexual harassment
7) Maintain regular office hours as Department Chair
8) Provide guidance to faculty on academic matters (grading, performance standards, etc.)
9) Provide minutes and/or information to the department members from Division and Chairs and Directors meetings
10) Advocate for the department.

12.6.4 Evaluation

1) Serve on faculty evaluations committees, as appropriate
2) Coordinate part-time faculty evaluations
3) Provide input for the evaluations of staff assigned to the department

12.6.5 Planning

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

12.6.6 Scheduling

1) Produce accurate and timely class schedule recommendations that meet student learning needs
2) Use assigned rooms efficiently
3) Ensure that classes are assigned according to established department procedures

12.6.7 Staffing

1) Recruit, interview and recommend hiring of classified staff assigned to the department
2) Recruit and coordinate the hiring of full-time faculty
3) Identify a mentor for all new full-time faculty
4) Facilitate orientation of new full-time faculty
5) Coordinate the selection, training, and continued employment of part-time faculty
6) Facilitate Professional Development opportunities for staff
12.6.8 Responsibilities

1) Coordinate student placement sites
2) Prepare special accreditation
3) Monitor professional certifications
4) Coordinate safety and hazardous materials issues with District staff
5) Other related duties as assigned by Dean or Vice President

12.7 A Department Chair will receive an extra stipend for the assignment of Department Chair in addition to the assigned time using the following schedule based upon the assigned time:

<table>
<thead>
<tr>
<th>Academic Year Assigned Time</th>
<th>Calendar Year Stipend Amount</th>
<th>SLO Semester Stipend</th>
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<tr>
<td>20%</td>
<td>$5,851.68</td>
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<td>60%</td>
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<td>$824.00</td>
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<tr>
<td>80%</td>
<td>$7,848.21</td>
<td>$1,030.00</td>
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12.8 The payment for the “Calendar Year Stipend Amount” scheduled above shall be issued in twelve (12) monthly payments. The payment of the SLO Semester Stipend shall be paid December 20th and May 20th in each academic year. A Department Chair will be granted assigned time to perform the required duties of the position throughout the academic year. The amount of assigned time is 80%, 60%, 40% or 20%. The Vice President who is responsible for the department will determine the amount of assigned time for each Department Chair utilizing the criteria below, after reasonable opportunity for input from the current Department Chair, and any input and recommendation from the Dean or first-level administrator responsible for the department. If the Department Chair wishes to contest the amount of the assigned time, the Department Chair may appeal to the Superintendent/President whose decision will be final. The amount of the assigned time will not be adjusted during the two-year (2-year) term of the Department Chair without the consent of the Department Chair. The amount of the assigned time for any Department Chair will be made known prior to the election of the chair.

The assigned time for the Department Chair of the Nursing Education Department will be 80%. The assigned time for the Director of Dental Assisting will be 40%. The assigned time for the Director of Reading Services will be 20%. The Director for Emergency Medical Education shall be employed under an eleven-month contract and shall receive eighty percent (80%) reassigned time. No Department Chair will receive more than 80% assigned time in compensation for the duties of the Department Chair.
The amount of assigned time for a Department Chair will be determined by:

1) The number of full-time regular faculty (FTEF);
2) The number of overload FTEF and equivalent adjunct faculty FTEF (O/A); and
3) The number of classified employees assigned to the Department under the functional leadership of the Department Chair.

### CONTRACT FTEF

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<th>6 - 10.9</th>
<th>11 - 15.9</th>
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If the number of classified employees assigned to the department which must be supervised by the Department Chair is greater than 5.0 full-time equivalent, the amount of assigned time for the Department Chair calculated immediately above will be increased by 20. No Department Chair will receive more than 80% assigned time in compensation for the duties of the Department Chair.

12.9 Student Learning Outcomes and Assessment: The Chair or designee is responsible for leading and coordinating the department’s Student Learning
Outcome and Assessment (SLO) process. The Chair or designee shall perform the following duties each fall and spring semester:

a. Participates in SLOAC/POD (Palomar Outcomes Data Base) training as requested by the SLOAC Coordinator

b. Provides department and/or one-on-one SLOAC/POD training to faculty each semester

c. Coordinates the development and assessment of SLOs for all disciplines in the department

d. Coordinates and ensures that the department’s SLOAC data is inputted and current each semester in POD

e. Ensures that the department meets the semester and annual goals and timelines established by the Learning Outcomes Council (LOC).
ARTICLE 13 – SAFETY

13.1 The District shall furnish a place of employment which is safe for employees pursuant to applicable law and regulations.

13.2 The District shall not require any faculty member to be in a place of employment which is not safe.

13.3 No faculty member shall leave the assigned instructional area without authorization of the Dean or other designated manager, unless there is clearly a reason to believe that an unsafe condition exists. If a faculty member does leave an instructional area because of a perceived emergency, the faculty member will promptly notify the Dean or other management employee directly responsible for the facility, or that individual’s designee.

13.4 All faculty members have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.

13.5 A faculty member may, when necessary, use reasonable force in the performance of duties in the interest of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. A faculty member also may take reasonable action for the protection of others and for the protection of District, student, or employee property. Under such circumstances, a faculty member must exercise mature judgment and must act and react in a reasonable and prudent manner.

13.6 In the event of a threat of bodily harm or injury to a faculty member within the faculty member’s scope and course of employment:

13.6.1 In accordance with Education Code §87014, any faculty member who is attacked, assaulted or menaced by any student within the faculty member’s scope and course of employment shall report the incident promptly to the appropriate law enforcement authorities.

13.6.2 The Dean or other management employee directly responsible for the faculty member, who has knowledge of the incident, also shall report the incident promptly to the appropriate law enforcement authorities.

13.6.3 The faculty member may immediately have the offending individual(s) removed from the instructional area.

13.6.4 The District shall assist the faculty member to seek necessary protection. This protection shall include paid released time, if needed, to attend any related legal proceeding initiated or supported by the faculty member where there is prior notice to and approval by the Assistant
Superintendent/Vice President for Human Resource Services or designee.

13.7 If a management employee knows, through appropriate documentation or a credible source, that there are circumstances which pose a serious threat to the safety of any faculty member, the management employee shall promptly notify the faculty member regarding the threat unless public safety officials direct otherwise. Where the serious threat is against the District as a whole, the District will warn all potentially affected individuals and the PFF/AFT.

13.8 The District shall inform faculty members of the availability and location of emergency telephone services at each instructional site.

13.9 If a faculty member requests the District in a timely fashion to defend the faculty member against any civil claim or action against the faculty member arising out of an act or omission occurring within the faculty member’s scope and course of employment, and the faculty member reasonably cooperates in good faith in the defense of the claim or action, the District pursuant to applicable law shall indemnify the faculty member.
ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Definitions

14.1.1 A “grievance” is an allegation by any member of the bargaining unit or the Union, who allegedly has been adversely affected by a violation of a specific term of this Agreement. When a “grievance” is filed at the formal level of this grievance procedure, it shall be in writing, signed and dated by the employee or the Union submitting the grievance, and shall contain a specific description of all of the facts which the employee or the Union claims shows a violation of a specific term of this Agreement. The written grievance also must identify the specific term of this Agreement claimed to have been violated, how and by whom it was violated, the date of the violation, the names of any witnesses or individuals who can or may provide information regarding the claimed violation, and the specific remedy sought.

14.1.2 A “grievant” is the Union or a member of the bargaining unit.

14.1.3 A “day” is a day in which the administrative office of the District is open.

14.1.4 A “Federation Grievance Representative” is an authorized representative of the Union who has been appointed by the Union for the purpose of assisting and representing individual grievants at any level or step of this grievance procedure. The Union shall inform the Assistant Superintendent/Vice President for Human Resource Services in writing as to the identity of all Federation Grievance Representatives.

14.2 Informal Level

14.2.1 Before filing a written grievance, the grievant shall attempt to resolve the problem by an informal conference with the Dean or lowest-level educational administrator to whom the grievant reports. If the Dean or lowest level educational administrator is unavailable for the information conference during the last five (5) days of the thirty (30) day period in Section 14.3.1, a formal grievance may be filed and held in abeyance while attempts to resolve the problem informally continue.

14.3 Formal Levels

14.3.1 Step 1.

a) Within thirty (30) days after the occurrence of the act or omission, or within thirty (30) days after the grievant knew or reasonably should
have known of the act or omission giving rise to the grievance, the
grievant must present such grievance in writing to the Dean or
lowest-level educational administrator to whom the grievant reports.
The grievant shall send a copy to the Union at the same time. The
term “days”, at this Step 1 only, does not include days during any
intersession or summer session during which the grievant is not
scheduled to work.

b) This statement shall be a clear, concise statement of the grievance,
the circumstances involved, the decision rendered at the informal
conference, under Section 14.2 above, and the specific remedy
sought.

c) The Dean or lowest-level educational administrator to whom the
grievant reports shall communicate a decision to the employee in
writing within twenty (20) days after receiving the grievance. The
Dean or lowest-level administrator shall send a copy to the Union at
the same time. If the Dean or lowest-level educational administrator
to whom the grievant reports does not respond within the time limit,
the grievant may appeal to the next step.

d) Within the above time limits, either party may request a personal
conference with the other party. At such conference the grievant
may be represented by no more than one (1) Federation Grievance
Representative, and the Dean or lowest level educational
administer may be represented by no more than one
representative, unless mutually agreed otherwise. Any such
conference shall be scheduled by mutual agreement.

14.3.2 Step 2.

a) In the event that the grievant is not satisfied with the decision at Step
1, he/she may appeal to the Assistant Superintendent/Vice President
directly responsible for that employee. Such appeal must be in
writing and filed within twenty (20) days with the Assistant
Superintendent/Vice President. The grievant shall send a copy to
the Union at the same time.

b) This appeal shall be a clear, concise statement of the reasons for the
appeal.

c) The Assistant Superintendent/Vice President shall communicate a
decision to the employee in writing within twenty (20) days after
receiving the grievance. The Assistant Superintendent/Vice
President shall send a copy to the Union at the same time. If the
Assistant Superintendent/Vice President does not respond within the time limit, the grievant may appeal to the next step.

14.3.3 Step 3

a) In the event that the grievant is not satisfied with the decision at Step 2, he/she may appeal to the Assistant Superintendent/Vice President for Human Resource Services. Such appeal must be in writing, and filed within twenty (20) days with the Assistant Superintendent/Vice President for Human Resource Services. The grievant shall send a copy to the Union at the same time.

b) This appeal shall be a clear, concise statement of the reasons for the appeal.

c) The Assistant Superintendent/Vice President for Human Resource Services shall communicate a decision to the employee in writing within twenty (20) days after receiving the grievance. The Assistant Superintendent/Vice President for Human Resource Services shall send a copy to the Union at the same time. If the Assistant Superintendent/Vice President for Human Resource Services does not respond within the time limit, the grievant may appeal to the next step with the written consent of the Union.

d) Within the above time limits, either party may request a personal conference with the other party. At such conference the grievant may be represented by no more than one (1) Federation Grievance Representative, and the Assistant Superintendent/Vice President for Human Resource Services may be represented by no more than one (1) representative, unless mutually agreed otherwise. Any such conference shall be scheduled by mutual agreement.

14.3.4 Step 4

a) In the event that the grievant is not satisfied with the decision at Step 3, he/she may appeal, with the written consent of the Union, to confidential mediation with the assistant of a mediator from the California State Mediation and Conciliation Service. The appeal shall be addressed to the Assistant Superintendent/Vice President for Human Resource Services. Such appeal must be in writing and filed within ten (10) days with the Assistant Superintendent/Vice President for Human Resource Services.

b) A mediator will meet separately or with both parties together in an effort to resolve the grievance. If, after a reasonable time, the mediator believes that the grievance may not be resolved, the
grievant may pursue any other available legal remedies.

14.4 Binding Arbitration

14.4.1 Designated Representatives
During the binding arbitration phase of the grievance process, either party may elect to use an attorney or other professional resource person.

14.4.2 Fees and Expenses
The parties shall bear their own costs and expenses, except for the following:

a) The cost of the arbitrator and the court reporter shall be shared by both parties.

b) The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise, the cost shall be paid by the party requesting the transcript.

c) The grievant and the Union shall have reasonable access to clerical and secretarial services provided by the District for the processing of grievances.

14.4.3 Grievance Forms
The Grievance & Appeal Form is located in Appendix E.

14.4.4 Arbitration
If the Union proceeds to arbitration, it shall, within twenty (20) days of receipt by the grievant of the President’s written answer, notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Union shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator, the selection shall be made by rotation from a permanent panel of five (5) arbitrators (per side letter).

14.4.4.1 If one (1) or more of the arbitrators on the panel no longer wishes to serve, such person(s) shall be replaced by mutual agreement of the District and the Union.
14.4.4.2 The arbitration hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

14.4.4.3 If any question arises as to the arbitrability of the grievance, such question shall be addressed prior to the consideration of the merits of the grievance.

14.4.4.4 The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions and remedy. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case.

14.4.4.5 The arbitrator shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have the power or authority to award financial compensation in accordance with the provisions of this Agreement. The arbitrator shall not have the authority to add to, subtract from, disregard, alter, delete or modify any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the District to do any act in violation of this Agreement.

14.4.5 Expedited Arbitration

By mutual agreement of the District and the Union, arbitration may be held under the Expedited Rules of the American Arbitration Association.

14.4.6 Miscellaneous

14.4.6.1 The grievant, the Union and the District shall have equal access to any documents and District records which will assist in adjusting the grievance.

14.4.6.2 Grievances of a similar or like nature may be joined as a single grievance upon written consent of the grievants involved. Should the grievants so consolidate, the final decision shall be binding upon all parties to the consolidated grievance.

14.4.6.3 All rights granted to one party to the complaint shall be granted to the other.
14.4.6.4 By mutual agreement, the grievance may revert to a prior level for reconsideration.

14.4.6.5 The arbitrator shall be empowered to direct any District employee to attend the hearing without loss of salary to the employee. If the employee refuses to attend the hearing, the arbitrator shall have the power to subpoena the employee.

14.4.6.6 Advocates for the parties in arbitration shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of the witnesses shall be exchanged at least five (5) working days before the first day of the hearings.

14.5 Federation Representation of Grievants

14.5.1 At any level or step of this grievance procedure, a Federation Grievance Representative may represent an individual grievant or the Union.

14.5.2 If an individual grievant chooses not to be represented by a Federation Grievance Representative, in accordance with Government Code §3543, the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance, a copy of the proposed resolution, and been given at least ten (10) days to file a response to the proposed resolution.

14.6 Miscellaneous

14.6.1 No grievant shall use the grievance procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission or agency.

14.6.2 No grievant shall use the grievance procedure in regard to any claim or complaint for which the grievant has used or initiated any other remedial procedure or course established by statute or regulation having the force of law.

14.6.3 If the grievant introduces new evidence at any step in the grievance procedure, the District may require that the grievance be returned to the prior step.

14.6.4 The Union may file a grievance at Step 2 rather than Step 1 in cases where the alleged violation of a specific and express term of this Agreement involves all or most of the members of the bargaining unit.
14.6.5 Grievances and their responses shall be maintained in files separate from personnel files.

14.6.6 If either party will be represented by legal counsel at any step prior to the mediation step (Step 4), reasonable prior notice will be given to the other party.

14.6.7 The time limits specified in Steps 2 through 4 of this Article may be extended by written mutual agreement of the parties.
ARTICLE 15 - COMPENSATION

15.1 General Principles

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

15.2 Salary Schedule Credit

15.2.1 Upper Division and Graduate Course Work

Salary schedule credit shall be granted for completion of any upper division or graduate level course work at an accredited institution. Advanced approval for such course work is not required. Transcripts or grade reports shall be submitted to Human Resource Services. Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place.

15.2.2 Lower Division Course Work

Salary schedule credit shall be granted after the Sabbatical Leave Committee approves the request for lower division course work, including Palomar College courses. Advanced approval of lower division course work is required from the Sabbatical Leave Committee. Transcripts or grade reports shall be submitted to Human Resource Services. Any faculty member planning to advance horizontally on the salary schedule must provide initial evidence of completion of course work or other work by September 1 of the year in which advancement on the salary schedule is to take place.

15.2.3 Equivalency Work

Salary schedule credit may be granted for equivalency work or projects approved in advance by the Sabbatical Leave Committee for up to six (6) equivalency credit units in any four-year (4-year) period. Advanced approval must be requested at least one (1) month prior to beginning the work or project. Advanced approval to begin the work or project does not guarantee that the final work or project will be approved.
15.2.4 Duplicative Work

When a request for salary schedule credit is made that appears to duplicate a situation for which credit has previously been granted, the faculty member shall furnish information to the Sabbatical Leave Committee indicating how the duplicate situation has appreciably contributed to growth within the profession.

15.2.5 Use of Associated Student Funds

In no case shall salary schedule credit be awarded if Associated Student funds have been allotted for completion of the work.

15.2.6 Work During Sabbatical Leave

Salary schedule credit shall be awarded for work completed while the faculty member is on sabbatical leave provided all other criteria for both the sabbatical and salary credit have been met.

15.2.7 Verification of Approved Work

It is the responsibility of the faculty member to verify completion of any work for which advanced approval of salary credit was granted. No final salary credits will be awarded until such verification is received.

15.2.8 Education Code Provisions

The granting of salary schedule credit shall conform to the regulations of the Education Code which include:

15.2.8.1 If a faculty member attends a degree-granting institution and is reimbursed by the District for travel, registration, or other expenses, the faculty member may not receive salary credit unless payment of an additional fee to the other institution is made by the faculty member.

15.2.8.2 If a faculty member goes to a non-degree-granting institution and receives certification of attendance, and the faculty member is reimbursed by the District for travel, registration and other expenses, the faculty member may not receive salary schedule credit.

15.2.8.3 If an instructional grant is awarded to a faculty member for a completed project, the faculty member may not receive salary schedule credit for the same project.
15.2.8.4 If the District releases the faculty member from duties to attend a workshop, seminar, or conference, and the faculty member incurs expenses not reimbursed by the District, the faculty member may receive salary schedule credit.

15.2.9 District Funding for Continuing Education

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

15.3 Full-Time Faculty Compensation

15.3.1 Salary Range Placement

Salary range placement is based upon the completion of upper division or graduate level course work at an accredited institution and (when indicated below) experience in the discipline. Only earned degrees (as distinguished from honorary and others) from an accredited institution meet the requirements listed below. Quarter and trimester units of credit shall be converted to semester unit equivalents for placement purposes.

a) Range B – Persons holding one (1) of the following qualifications:

1. Associate Degree and six (6) years of experience in the discipline, plus the appropriate license or certificate

2. Bachelor’s Degree and two (2) years of experience in the discipline, plus the appropriate license or certificate

3. Bachelor’s Degree and twenty-four (24) semester units of college work completed subsequent to receiving the Bachelor’s Degree

4. Vocational Credential

b) Range C – Persons holding one (1) of the following qualifications:

1. Master’s Degree

2. Vocational credential (full-time clear), plus twenty-four (24) semester units of college work completed subsequent to receiving the credential
c) Range D – Persons holding both of the following qualifications:
   1. Bachelor’s Degree plus forty-eight (48) semester units of college work completed subsequent to receiving the Bachelor’s Degree
   2. Master’s Degree

d) Range E – Persons holding both of the following qualifications:
   1. Bachelor’s Degree plus seventy-two (72) semester units of college work completed subsequent to receiving the Bachelor’s Degree
   2. Master’s Degree

e) Range F – Persons holding both of the following qualifications:
   1. Bachelor’s Degree plus ninety-six (96) semester units of college work completed subsequent to receiving the Bachelor’s Degree
   2. Master’s Degree

f) Range G

   1. Persons holding both of the following qualifications:
      a) Bachelor’s degree plus one hundred twenty (120) semester units of college work completed subsequent to receiving the Bachelor’s Degree
      b) Two (2) Master’s Degrees
   2. Persons holding a Doctorate Degree from an accredited institution

15.3.2 Salary Step Initial Placement

a) Range B

   A faculty member meeting minimum qualifications for Range B shall be placed on Step 1. Additional steps shall be allowed for experience in excess of the minimum requirements. No person shall receive an initial step placement higher than Step 8.
b) Ranges C through G

One (1) step shall be allowed for each year of prior secondary or college teaching or related occupational experience. No person shall receive an initial step placement higher than Step 8, except as provided in Section c below.

c) Initial Placement above Step 8

When the Superintendent/President has recommended that a position be advertised at a higher rate than Step 8, the faculty member may receive credit for additional years of experience up to Step 12.

15.3.3 Reassigned Time and Stipends

Assigned time and stipends shall be provided for faculty positions and responsibilities as listed in Appendix F. New projects or grants may call for different assignments and/or stipends. When these situations occur, the District and the Federation shall negotiate such assignments and/or stipends.

15.3.4 Payroll Deductions

At the request of individual faculty members, the District shall allow payroll deductions to be made for the purpose of paying Union dues or contributions, making contributions to United Way/CHAD or for the purpose of making deposits in the credit union or other agencies approved by the Board.

15.3.5 Tax-Sheltered Annuity Programs

The District shall maintain the tax-sheltered annuity program in place on January 1, 2001. The District shall provide copies of the program to faculty members upon request. The minimum contribution shall be two hundred dollars ($200.00) per year for faculty members entering tax-sheltered programs. The District shall not withhold federal and state income taxes on that part of the current salary invested in the tax shelter. Each faculty member shall be allowed to make one (1) or more agreements each year up to the limit allowed by law. Any agreement shall be terminated upon the request of the faculty member.
15.3.6 Remuneration for Substitutes

When faculty members are ill or absent, and other faculty members cover their assignment, the substituting faculty members shall be paid at the substitute’s hourly rate. No faculty member shall be required to substitute for another faculty member.

15.3.7 Payroll Process

Except if modified by this agreement, all payroll processes in effect on January 1, 2001, shall remain in place. Full-time faculty may opt to be paid the same salary over twelve (12) months.

15.3.8 Salary Schedules

All faculty shall be paid in accordance with the existing faculty salary schedules. All Child Development (CHDEV) Teachers shall be paid in accordance with the existing child development teacher schedule.

15.3.9 Step Moves

All full-time faculty and CHDEV Teachers shall advance vertically on the salary schedule each year. All part-time faculty shall advance vertically one (1) step on the salary schedule for every four hundred fifty (450) hours taught at Palomar College.

15.3.10 Matrix Moves

All faculty members shall receive step and column increases on their respective salary schedules.

15.3.11 Established Salary Schedules (see Appendix G)

a) Academic Salary Schedule: 10-month
b) Academic Salary Schedule: 11-month
c) Academic Overload Salary Schedule: Instructional Assignment
d) Academic Overload Salary Schedule: Non Instructional Assignment
e) Child Development Center Teachers: Salary Schedule (for permanent and hourly teachers)

15.3.12 2013-14 Salary Schedules

a) In 2013-14 all full-time faculty salary schedules in effect on July 1, 2009, and CHDEV teacher salary schedules in effect on December 1, 2012 shall be increased by the full percentage of state-funded
COLA plus 1.43% for a minimum of 3.0%, retroactive to July 1, 2013.

b) In the event projected apportionment or the funding of the apportionment falls below $88,806,902, in the year covered by this agreement the parties agreed to reopen negotiations.

15.3.13 Faculty Placement on Overload Schedule

Full-time faculty teaching overload shall be placed on the Overload Salary Schedules at the same grade and step as they are placed on the Full-Time Faculty Salary Schedule. Instructional overload assignments shall be paid from the Full-Time Overload-Instructional Hourly Salary Schedule, and non-instructional overload assignments shall be paid from the Full-Time Overload-Non-instructional Hourly Salary Schedule.

15.4 Part-Time Faculty Salaries

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

a) Part-Time Faculty Salary Schedule: Instructional Assignment
b) Part-Time Faculty Salary Schedule: Non-instructional Assignment

The hourly salary schedules reflect the distribution of part-time equity funds allocated by the state. Instructional part-time assignments shall be paid from the Part-Time (Adjunct) Faculty – Instructional Assignment Salary Schedule, and non-instructional assignments shall be paid from the Part-Time (Adjunct) Faculty – Non-instructional Assignment Salary Schedule.

15.4.2 Hourly Salary Schedule

a) If in any year after 2010-2011 the District does not actually receive state-allocated part-time faculty equity funds, or receives less than the District’s state allocation of part-time faculty equity funds for 2004-2005, the parties shall meet and negotiate this provision.

15.4.3 2013-14 Salary Schedules

a) All part-time faculty salary schedules in effect on July 1, 2009 shall be increased by the full percentage of state-funded COLA plus 1.43% for a minimum of 3.0%, retroactive to July 1, 2013.
b) In the event projected apportionment or the funding of the apportionment falls below $88,886,902, in the year covered by this agreement the parties agreed to reopen negotiations.

15.4.4 Retiree Y-Rated Retiree Schedule

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

15.4.5 Faculty Placement on Part-Time Salary Schedule

15.4.5.1 Salary Range Placement

Salary placement credit is granted only for the completion of upper division or graduate level course work at an accredited institution (official transcripts required). Credit is awarded in semester-unit increments. Quarter and trimester units of credit shall be converted to semester units for the purpose of determining salary level.

Four (4) salary ranges are defined. Individual range placement is determined exclusively by the level of education attained. Only earned degrees from accredited institutions shall be creditable for salary purposes. All part-time faculty commencing initial employment with the District shall be placed at Step 1 of the appropriate range.²

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

Range B: Persons who hold a Master’s Degree and who have completed fewer than thirty (30) units of course work after the date that the Master’s Degree was awarded.

Range C: Persons who hold a Master’s Degree and who have completed at least thirty (30) units of course work after the date that the Master’s Degree was awarded.

² Part-time faculty who have taught previously for the District, but who have not done so within a year of the initial implementation date of the Part-time (Adjunct) Faculty Salary Schedule (7/1/96), will be placed on the schedule in the same way as those commencing initial employment with the District. Part-time faculty who have been employed by the District after 7/1/96, and who return to the District following a lapse in employment, will be placed onto the step of the Part-time (Adjunct) Faculty Salary Schedule to which they had been assigned prior to the lapse in employment.
Range D: Persons who possess two (2) Master’s Degrees or a Doctorate Degree.

15.4.5.2 Teaching faculty movement within a range on the salary schedule is determined by the number of hours of employment with the District as follows:

- Movement from Step 1 to Step 2: 450 hours
- Movement from Step 2 to Step 3: 900 hours
- Movement from Step 3 to Step 4: 1350 hours

All hours paid in an academic assignment are considered in the accumulation of hours for movement within a range. Each individual’s accumulation of hours for movement within the range will begin with the effective date of employment, but no earlier than 7/1/96 (the initial implementation date of the Part-time (Adjunct) Faculty Salary Schedule).

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

15.4.5.4 Evaluation of Prior Course Work

The part-time faculty salary schedule steps and columns shall reflect length of service and education achievement, respectively. Upon request by a faculty member, the District shall re-evaluate all prior course work in a related field for part-time faculty.

Part-time faculty members shall advance one (1) step for each four hundred fifty (450) hours of academic assignments completed at Palomar College. All step progressions will occur the next semester after ratification of this agreement. Qualifying assignments that do not total the required hours in one (1) fiscal year for one (1) step progression shall be carried forward to the next fiscal year.

15.4.6 Calculation of Retroactive Compensation to Part-Time Faculty for Parity Funds

To calculate retroactive compensation, divide the fiscal year allocation by the total hours worked by all part-time faculty members in regular assignments during that year. The result is an hourly rate. Each part-
time faculty member shall receive retroactive compensation equal to the hourly rate multiplied by the total hours that the faculty member worked in regular assignments during that year.

“Hours worked” shall mean hours for which the faculty member was compensated for regular assignments.

“Regular Assignment” shall mean an instructional, librarian or counseling assignment that continues for a semester or summer session, or for a course which meets weekly for a period less than one (1) full semester.

15.4.7 Parity Definition

15.4.7.1 The District and the Federation agree that the definition of “parity” for part-time faculty pay in comparison to regular faculty pay shall be eighty-seven and one-half percent (87.5%).

15.4.7.2 Hourly pay for part-time faculty and hourly overload pay for full-time faculty shall progress toward parity with the contract pay for full-time faculty. Parity is defined as that pay rate for part-time instructors which accurately reflects the relationship between the hours of work required of part-time instructors and those required of full-time instructors, when both are expressed as an hourly rate. The formula is derived as follows:

**Full-Time Faculty Workload**

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Class meeting hours per week</td>
</tr>
<tr>
<td>15</td>
<td>Class preparation hours per week</td>
</tr>
<tr>
<td>5</td>
<td>Office hours per week</td>
</tr>
<tr>
<td>5</td>
<td>Committee/other professional responsibilities</td>
</tr>
<tr>
<td>40</td>
<td>Total hours per week</td>
</tr>
</tbody>
</table>

**Part-Time Faculty Workload**

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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<td>15</td>
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</tr>
<tr>
<td>15</td>
<td>Class preparation hours per week</td>
</tr>
<tr>
<td>5</td>
<td>Office hours per week</td>
</tr>
<tr>
<td>N/A</td>
<td>Committee/other professional responsibilities</td>
</tr>
<tr>
<td>35</td>
<td>Total hours per week</td>
</tr>
</tbody>
</table>

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3 It is understood and agreed that, at this time, no office hours are required of part-time faculty.
Ratio to 40 hours per week = 87.5% (goal of parity)

15.4.8 Part-Time Faculty Office Hours

Instructional part-time faculty members will be compensated for office hours earned in Fall and Spring semester only, according to the following criteria:

a) One (1) office hour per semester for faculty members teaching three (3) or fewer credit units.
b) Two (2) office hours per semester for faculty members teaching four to six (4-6) credit units.
c) Three (3) office hours per semester for faculty members teaching seven to nine (7-9) credit units.
d) Office hours shall be compensated at forty-five dollars ($45.00) per hour.
e) Participating part-time faculty shall provide written certification of office hours served on the appropriate District form (Appendix H).
f) Part-time faculty participation is voluntary.

Office hours shall be paid in the last paycheck for the semester in which the hours were earned.

15.5 Support for Part-Time Faculty Participation in Faculty Senate

The District shall augment the Faculty Senate budget by up to $2,000 per year ($500 per part-time faculty senator, up to a maximum of 4 part-time faculty senators) to provide support for part-time faculty participation in the Faculty Senate.
ARTICLE 16 - BENEFITS

16.1 The District shall maintain the benefits programs (in terms of service levels) in place as of January 1, 2001. These benefit programs include medical, dental, vision, long term care, life insurance and long-term disability. Any increases in costs to maintain the current level of service shall be borne by the District throughout the duration of the Agreement. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control these costs.

16.1.1 Employees with duplicate coverage from another non-District employer may choose to opt-out of District health coverage, in exchange for which they will receive a stipend of $2,400 annually. Employees will be able to opt-out only during the annual open enrollment period, and will not be allowed to opt-in to District coverage 1) for a period of one year, or 2) unless a qualifying life event (i.e., marriage, divorce, birth/death of a dependent, loss of student status for dependent, and/or loss of coverage from the other source) takes place. Employees who opt out shall be required to provide the District with proof of medical coverage from another source. Employees who are covered under a District plan by a spouse or domestic partner will not be allowed to opt out.

16.2 Benefits for eligible faculty retirees and their spouses or domestic partners shall be provided (see Appendix J).

16.3 All faculty members shall be entitled to use the Wellness Center at the rate in effect for faculty on January 1, 2001.

16.4 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.

16.5 The District shall continue to make available its voluntary Internal Revenue Code Section 125 Flexible Spending Plan, which allows employees to set aside part of their salary on a pre-tax basis to pay some dependent care expenses, some unreimbursed medical expenses, and some employee-paid medical insurance premiums.

16.6 The Benefits Committee will be convened monthly to review current benefits and utilization rates, explore options, and make recommendations to the District and the Palomar Faculty Federation for additions and changes to employee and retiree health and welfare benefits.

The parties will charge the District Employee Benefits Committee with the task of evaluating the medical plans offered by the District.
16.7 By participating in the Benefits Committee, the Federation does not waive any rights under the Educational Employment Relations Act to negotiate all matters within the scope of bargaining.

16.8 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the Joint Powers Authority, insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits for employees of the District.

16.9 Faculty membership in the Benefits Committee, to be selected by the PFF, shall include four (4) active faculty members and one (1) retired faculty member.

16.10 Each year the District shall allocate $200,000 to fund the District’s contribution to premium costs for part-time faculty health benefits. One-half of the amount shall be allocated to fall semester enrollee premiums, and one half of the amount allocated to spring semester enrollee premiums. If the District’s portion of the premiums in any semester exceeds $100,000, the enrollment to bring the District’s premium contribution to $100,000 shall be allocated in accordance with Section 16.10.5. If the semester premium costs for all participants are less than $100,000, the remainder shall carry forward to the next semester. If annual premium costs for all participants are less than $200,000, the remainder shall carry forward to the following fiscal year. The allocation of funds for part-time benefits will be reconsidered in annual reopeners.

For fiscal year 2012-13 only, the District will cover any shortfall in the District’s contribution to premium costs.

16.10.1 The health benefit coverage shall apply to the part-time faculty member only. There shall be no coverage provided for the spouses, family or dependents of part-time faculty members.

16.10.2 The health plan shall be an HMO group plan to be selected by mutual agreement of the District and the PFF.

16.10.3 The District shall charge the employee portion of benefits payments, twenty-five percent (25%), through payroll deduction in equal payments during each coverage period. In months when the employee is not on payroll, the employee contributions shall be deducted in full from the next paycheck. If the employee does not return to Palomar, the amount of the premium is due in full from the employee.

16.10.4 An eligible employee must be in good standing with respect to contribution payment, to remain eligible for benefits in subsequent enrollment periods.
16.10.5 The District shall pay seventy-five percent (75%) and a participating part-time faculty member shall pay twenty-five percent (25%) of the premium cost for HMO group medical coverage. Part-time faculty members shall be eligible to participate upon:

- Completing a minimum of a fifty percent (50%) load for at least three (3) of four (4) consecutive regular semesters or an average of 50% load for four consecutive regular semesters, and
- Submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate form).

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

- Those on Step 4 of the Part-Time (Adjunct) Faculty Salary Schedule, followed by
- Those on Steps 3, 2 and 1 of the Part-Time (Adjunct) Faculty Salary Schedule (in that order of priority)

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

16.10.7 The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing October 1st and April 1st of each calendar year. Medical coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period.

16.10.8 Part-time faculty members shall not be eligible to participate if they are eligible for medical insurance coverage provided through Medicare, MediCal, the employment of a domestic partner or spouse, or their own current or former employment outside of the District. During any period they are participating in the District plan, participating part-time faculty members shall promptly notify the Human Resource Services office when they become eligible for such other medical coverage.

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

16.11 Emeritus Faculty Benefits

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

- Library borrowing privileges
- Staff parking pass
- Athletic event pass
- Staff discount for performing arts events
- E-mail account

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

16.12 Child Development Center Teachers (see Appendix L) will receive the following employee benefits: Kaiser medical (full-time faculty plan), dental, vision, life/AD&D insurance, and long term care insurance.
# Palomar College Faculty Schedule of Benefits

<table>
<thead>
<tr>
<th></th>
<th>Medical</th>
<th>Dental</th>
<th>Vision</th>
<th>Life/AD&amp;D</th>
<th>LTC</th>
<th>LTD</th>
<th>Workers’ Compensation</th>
<th>OASDI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Faculty</td>
<td>X (see note 1)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Part-Time (Adjunct) Faculty</td>
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<tr>
<td>Child Development Faculty</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Eligible Retired Faculty</td>
<td>(see note 4)</td>
<td>(see note 4)</td>
<td></td>
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<td></td>
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</tbody>
</table>

LTC - Long-Term Care  
LTD - Long-Term Disability  
OASDI - Old Age Survivor Disability Insurance (Social Security) - unless participating in STRS

**NOTE 1:**  
The District offers two (2) options in medical plan coverage: Kaiser and the San Diego JPA Consortium PPO plan.  
(Specific provider coverage may be obtained from Human Resource Services Department).

Specific coverage for all above mentioned medical, dental, and vision plans may be obtained from Human Resource Services.

The level of Benefit coverage may differ among the various faculty groups.

**NOTE 2:**  
The District offers one (1) HMO medical plan option per the terms outlined in Article 16, Section 16.10  
(Specific provider coverage may be obtained from Human Resource Services Department)

**NOTE 3:**  
CDC teachers (see Article 27) are enrolled in the Kaiser medical option only as identified in Note 1

**NOTE 3:**  
**Eligible Retired Faculty:**  
- **Group I**  
  - * Hired prior to 3/1/94, employed for 20+ years  
  - * Retiree and eligible dependents will receive medical and dental benefits for the life of the retiree
- **Group II**  
  - * Hired prior to 3/1/94 with at least 10 years but less than 20 years of service  
  - * Hired after 3/1/94 with at least 10 years of service  
  - * Retiree and eligible dependents will receive medical benefits up to age 65, and dental benefits will continue for the life of the retiree
- **Group III**  
  - * Faculty who terminate with less than ten years of employment are not eligible for District-paid health benefits  
  - * May continue health benefits on a self-pay basis for 18 months (COBRA)
ARTICLE 17 - EVALUATION PROCEDURE

17.1 General Provisions

17.1.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the faculty member’s performance of his/her faculty assignment.

17.1.2 All evaluations shall be treated as confidential in accordance with Article 11.

17.1.3 Faculty and administrative evaluators shall notify the evaluatee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.

17.1.4 Every evaluatee shall receive a signed copy of his/her evaluation.

17.1.5 A “business day” shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.

17.1.6 Wherever a Department Chair or other faculty member is authorized to appoint a designee to assume the designator’s role in the evaluation process, the appointed designee shall be a faculty member. Rare circumstances may exist in which the TERB Coordinator, in consultation with the department chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation shall be used by the department chair in writing the review report.

17.1.7 All final evaluation reports that rate a faculty member’s overall performance shall use the terms High Professional Performance, Standard Professional Performance, Needs Improvement, and Unsatisfactory.

17.1.8 The evaluators shall give comments and/or recommendations the weight they believe appropriate.

17.1.9 Faculty review shall be the primary feature of the evaluation process.

17.1.10 Either the Dean or first level administrator or Vice President in charge of the evaluatee’s discipline may submit comments and/or recommendations on the Review Report form. The evaluatee shall be notified of such comments and/or recommendations before signing the Review Report. Such comments and/or recommendations shall become an official part of the evaluation record.
17.1.11 In accordance with Education Code 87663(c), evaluations of faculty members will include, to the extent practicable and applicable, student evaluations. Faculty members shall have access to their own student evaluation summaries within a reasonable period of time following the posting of final course grades for that semester or session, subject to the availability of the data from TERB. Student evaluations alone shall never be used as the sole justification for a decision in a summative evaluation or in denial of tenure.

17.1.12 Final Review Reports for all faculty members (regardless of status) shall be filed in the evaluatee’s official personnel file. However, a review report will not be entered or filed in a faculty member’s personnel file until the faculty member is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) business days for review and comment. This ten-day (10-day) period may be extended only with the mutual written agreement of the Assistant Superintendent/Vice President of Human Resource Services or designee and the faculty member. A faculty member will have the right to enter comments and have them attached to the final Review Report. Tenure and rehire evaluations may be appealed by probationary faculty members under the provisions of Article 17.7. However, with the exception of the tenure and rehire appeal process, the attachment to the final Review Report is the sole remedy for the contents and/or recommendation(s) in any evaluation document being entered or filed in a faculty member’s personnel file. Substantial departures from the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14 - Grievance Procedure) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found to have prejudiced a fair and objective evaluation of the faculty member’s job performance.

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

17.1.14 The Department Chair or Director, or other faculty member(s) who is (are) responsible for making future assignments for part-time faculty members, shall have access to a part-time faculty member’s evaluation documents and may confer with previous evaluators for the purpose of making appropriate assignments. The TERB Coordinator will provide evaluation documents when requested by the aforementioned evaluator(s) and will notify the affected part-time faculty member.
17.2 Tenure and Evaluations Review Board

17.2.1 In accordance with Education Code §87663(c), evaluations of faculty members will include, but not be limited to, a peer review process called tenure and evaluations review. There shall be a Tenure and Evaluations Review Board (TERB) that shall oversee and make recommendations regarding the development and use of evaluation forms, oversee and make recommendations regarding the evaluations of faculty members, hear and consider matters of concern brought to it by faculty members and the District regarding the faculty evaluation process and/or procedures, and perform other duties which specifically are delegated to it by this Article.

17.2.2 In conformance to this Article and state law, the TERB shall develop all tenure and evaluations procedures, standards, evaluation calendars, and forms with the purpose of ensuring that faculty evaluations are accurate, fair and equitable. The standards, forms and procedures developed by the TERB shall be submitted to the Federation and the District for approval. If these bodies do not agree upon any of them, the matter in question shall become a subject for negotiations between the District and the Federation. The Federation shall consult with the Faculty Senate regarding any substantial change in the standards, forms or procedures. The evaluation forms referred to in Appendix K shall remain in force until changed as provided in this paragraph.

17.2.3 Subject to the approval of the Federation and the District, the TERB may designate unique categories of faculty members who shall be evaluated by procedures other than those in this Article.

17.2.4 The TERB shall be composed of the following academic employees:

- TERB Coordinator, who shall be the Chair
- Vice President for Instruction or his/her designee
- One (1) permanent faculty member “at large” selected by the Faculty Senate
- One (1) permanent faculty member from each of the instructional divisions selected by the Faculty Senate
- One (1) permanent faculty member from either Counseling, Library or Student Support selected by Faculty Senate
- One (1) part-time faculty member selected by the Federation
- One (1) full-time faculty member selected by the Federation
17.2.5 Faculty members on the TERB serve two (2) year terms.

17.2.6 At least seven (7) members of the TERB must be present when decisions regarding tenure or evaluation reports are made.

17.2.7 There shall be a TERB Coordinator who will be a full-time permanent faculty member who shall be jointly appointed by the Superintendent/President and the Faculty Senate for a two (2) year term. There is no limit to the consecutive years of service, but there is an open application procedure every two (2) years. This position reports directly to the Vice President for Instruction. The TERB Coordinator shall be evaluated by the TERB. The TERB Coordinator is provided reassigned time as determined by the Faculty Senate to perform the duties of the position.

17.2.8 The duties of the TERB Coordinator include, but are not limited to, the following:

- Chairing TERB meetings
- Coordinating all faculty evaluations
- Conducting tenure/evaluation workshops for new faculty
- Appointing randomly selected faculty to serve on Tenure and Evaluation and Peer Review Committees
- Submitting all final signed evaluations to Human Resource Services
- Collaborating with the Professional Development Coordinator in programs that support and encourage each faculty member’s effectiveness

17.3 Part-Time Faculty

17.3.1 In accordance with Education Code §87663 and Article 20, a part-time faculty member will be evaluated during the first year of employment with the District, and at least once in every six (6) subsequent semesters. For the purpose of this Agreement, those subsequent semesters shall not include intersession and/or summer session. Evaluations will be conducted according to the following procedures.

17.3.1.1 Student evaluations using the "Student Ratings of Instructor" form (Part-Time).

17.3.1.2 The Department Chair/Program Director to whom the part-time faculty member reports (or his/her designee) completes an in-class observation using the Class Observation Form.
For the evaluation of part-time faculty, the designee shall be any full-time faculty member or a retired Palomar full-time faculty member who continues to serve in a part-time status. Rare circumstances may exist in which the TERB Coordinator, in consultation with the Department Chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation form shall be used by the Department Chair in writing the Review Report.

17.3.1.3 The Department Chair/Program Director (or his/her designee) reviews student evaluations and in-class observations with the part-time faculty member and both sign the appropriate Part-Time Faculty Evaluation Review Report. The evaluator shall suggest improvements, as appropriate, and determine re-evaluation frequency to monitor progress. For each part-time evaluation Review Report, the Department Chair will complete and sign the Department Chair Supplemental Evaluation Form.

17.3.1.4 The Department Chair/Director (or his/her designee) may request a re-evaluation or an out-of-cycle evaluation of a part-time faculty member during any semester of service. These evaluations shall be conducted using student evaluations and shall include all elements of the Part-Time Evaluation Checklist (See Appendix K).

17.3.2 A part-time faculty member who has a break in service of three (3) consecutive semesters or more, for any reason, will be considered a first-time, part-time faculty member for the purpose of evaluation (See Article 20).

17.4 Child Development Center Teachers

17.4.1 Child Development Center (CDC) teachers shall be evaluated in their first year by the immediate supervisor or any other management employee to whom the Child Development Center teacher reports. Subsequent evaluations shall occur at least once every three (3) years utilizing the evaluations procedures contained in Appendix L. Check Lists for CHDEV teachers are contained in Appendix K.
17.5 Temporary Full-Time Faculty

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

17.5.2 Temporary full-time faculty members in each of their first four (4) years of full-time service shall be evaluated as provided for probationary faculty members in Section 17.6.2 through 17.6.7, except that the Committee Chair and members may be non-tenured full-time faculty members.

17.5.3 Temporary full-time faculty members in subsequent years of full-time service shall be evaluated as provided for tenured (regular) faculty members in Section 17.8, except that the Committee Chair and members may be non-tenured full-time faculty members.

17.6 Probationary Faculty Members

17.6.1 Probationary (contract) faculty members shall be evaluated in a full contract load, whether in teaching, counseling, or the library. Evaluations will occur according to the evaluations calendar established by TERB until probationary faculty members are granted permanent status.

17.6.2 A Tenure Evaluation Committee (TEC) will be established for each probationary (contract) faculty member to include the following five (5) academic employees:

- The Department Chair (or his/her tenured designee) shall serve as Chair
- The Vice President responsible for the faculty member or his/her designee.
- The Dean or first-level educational administrator to whom the probationary faculty member reports or his/her designee
- One (1) permanent faculty member from the evaluatee’s discipline selected by the Department Chair. If the size of the department or other circumstances do not facilitate such an appointment, a permanent faculty member from a related discipline will be appointed.
- One (1) permanent faculty member from another department recommended by the TERB Coordinator and approved by the Vice President responsible for the faculty member.
If a given department has no faculty member serving as Department Chair or Director, the Faculty Senate shall designate a tenured faculty member in that discipline to serve as Chair of the TEC. If no tenured faculty member from that discipline is available to serve as Chair, the Faculty Senate shall designate a tenured faculty member from a related discipline to serve as Chair of the TEC.

17.6.3 The probationary faculty member may challenge within ten (10) business days of appointment either of the two (2) faculty members assigned to the probationary faculty member’s TEC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged faculty member. The probationary faculty member may also lodge a challenge within the first ten (10) business days of the fall semester during the second year of probationary service. The challenge may be granted only upon a majority vote of the entire TERB. If the challenge is denied, TERB shall provide the challenger with reason(s) in writing for its decision.

17.6.4 Should a probationary (contract) faculty member have an assignment within two (2) or more departments, the Department Chair from each department (or tenured designee) will be on the TEC.

17.6.5 The TEC, within its discretion and under the coordination of the TEC Chair, may hold meetings with or without the attendance of the evaluatee. However, members of the TEC shall meet with the evaluatee on a regular basis to provide support and assistance, as needed, and to communicate any concerns the TEC members may have about the evaluatee’s job performance. The TEC will review the evaluatee’s work, will conduct the evaluation, and will prepare the Tenure Evaluation Review Report. The evaluatee will cooperate fully with the TEC and submit materials to it relevant to the evaluatee’s assignment as requested by the TEC Chair.

17.6.6 The TEC’s evaluation of the evaluatee and its preparation of the Tenure Evaluation Review Report is a flexible and careful process designed so that the probationary (contract) faculty member maintains a standard of excellence in the final stage of the tenure process. The evaluation should be a careful and comprehensive scrutiny of the evaluatee’s work performance. The TEC shall follow the evaluation calendar established by TERB. The final Tenure Evaluation Review Report should be finalized by March 1.
17.6.7 In the fall semester of each academic year, the evaluation shall include observations by members of the TEC, student evaluations and a Final Review Report reflecting both the TEC members’ observations and the student evaluations. In the spring of each academic year, the evaluation shall include student evaluations and a brief summary meeting. This meeting shall be attended by the Chair of the TEC, at least one additional member of the committee, and the evaluee.

17.6.8 The role of the TEC shall include mentoring, as well as evaluation of a faculty member’s progress toward professional success.

17.6.9 The tenure and evaluation process is intended to contribute to the professional growth and success of probationary faculty members. To that end, the parties establish the following Improvement Program.

17.6.10 An Improvement Plan shall be required when the faculty member, in the Final Review Report submitted at the end of the fall semester of his/her first or second year of probationary service, receives both of the following:

- Receives a “Rehire” recommendation by the TEC
- Receives an evaluation of “Needs Improvement” or "Unsatisfactory" in one or more areas indicated in the Final Review Report.

17.6.11 An Improvement Plan shall be required when the faculty member, in the Final Review Report submitted at the end of the fall semester of his/her third year of probationary service, receives an overall "Satisfactory" or "Unsatisfactory" rating with at least one element of performance marked as "Needs Improvement" or "Unsatisfactory."

17.6.12 An Improvement Plan shall be established at the start of the spring semester following the conditions stated in 17.6.10 and 17.6.11 when the employee receives and accepts a contract for continuing employment in the District.

17.6.13 Improvement Plans are intended to provide an opportunity for careful reflection and discussion, as they encourage communication between the TEC and the evaluee from the beginning of the probationary phase of tenure review. In addition they shall provide for the possibility of greater oversight by the TERB in cases where either of the following occurs:

- Recommended adjustments are not made by the evaluee in an initial Improvement Plan
The "Needs Improvement" or "Unsatisfactory" appears in the third year of the probationary phase.

17.6.14 Improvement Plans address areas where a probationary faculty member must adjust or strengthen his or her performance, whether in relation to teaching, department work, or any of the performance standards included in the Final Review Report.

17.6.14 Improvement Plans shall be generated by the probationary faculty member, in consultation with the chair of the TEC as a first draft for consideration by all members of the TEC.

17.6.15 No later than the end of the third week of the Spring semester, in the faculty members first, or second, or third year of probationary service (as required above), the evaluatee and the TEC shall work collaboratively to submit to TERB a draft proposal for an Improvement Plan. The plan shall be reviewed by TERB. TERB shall either approve the plan or remand it to the evaluatee and the TEC for revision. Any revised plan shall receive TERB approval before it is implemented.

17.6.16 Improvement Plans shall reflect careful consideration of the areas requiring adjustment and improvement. Depending upon the seriousness of the issues being addressed, the Improvement Plan shall include some or all of the following:

- Activities (e.g., course work, observation of other faculty members, teaching strategies or techniques, other activities deemed appropriate to address the area(s) of concern, etc.) to be performed by the probationary faculty member
- Criteria for measuring progress toward satisfactory performance in the area(s) of concern
- Standards for determining if the progress is sufficient to merit a subsequent evaluation of "Standard Professional Performance" or better in the area(s) of concern
- Mentoring activities to be provided for the probationary faculty member
- Regularly scheduled meetings with the TEC and the evaluatee to discuss progress
• Meetings required by TERB with oversight by the TERB Coordinator (See 17.6.13).

17.6.17 The TEC shall determine the adequacy of progress demonstrated by the probationary faculty member under the Improvement Plan.

17.6.18 The Tenure Evaluation Report and any recommendations by the TEC with regard to any continuing employment or to the granting of tenure shall be sent to the TERB. The TERB will review them to ensure that they are complete and that the evaluation procedures have been properly followed. If the latter conditions have been met, the TERB will transmit them with any comments and recommendations by the TEC to the Superintendent/President, who will review and transmit them with any comments and recommendations to the Governing Board.

17.6.19 The Governing Board makes the final decision on the continuing employment and the granting of tenure for all probationary (contract) faculty members.

17.7 Tenure and/or Rehire Appeals

17.7.1 At the beginning of each academic year an Evaluation Appeals Committee (EAC) shall be formed. The primary role of the EAC is to review the appeal with all appropriate documents and to make a recommendation to the Superintendent/President to uphold or not uphold the recommendation of the TEC. Specific responsibilities of the EAC include:

• Review the appeal and all appeal-related documents.
• Review the evaluation process to determine if the process was followed.
• Review previous evaluations if appropriate to assess the TEC recommendation and appeal.
• Submit a recommendation to the Superintendent/President to either uphold or not uphold the TEC recommendation.

17.7.2 EAC Report

The EAC report must be submitted to the Superintendent/President no later than February 1st for consideration in the Superintendent/President’s recommendation to the Governing Board for rehire or tenure.
17.7.3 The Faculty Senate, the PFF, TERB, and the Superintendent/President shall appoint members and alternative members to serve on the EAC by September 30 of each academic year. Neither the TERB Coordinator nor the Vice President for Instructional shall be appointed to the EAC. The EAC shall consist of exactly seven members appointed as follows:

1. Two (2) administrators and one alternate appointed by the Superintendent/President.
2. One (1) faculty member and one alternate appointed by PFF
3. One (1) faculty member and one alternate appointed by TERB, and
4. Three (3) faculty members and two alternates appointed by the Faculty Senate.

Each member of EAC shall be dispassionate to both the appellant’s position and the TEC’s position. An appointee of the Superintendent/President shall convene the EAC upon receipt of an appeal in order to select a Chair. The Chair of the EAC shall be selected by the committee from among its membership.

17.7.4 EAC Chair Responsibilities

Once selected, the Chair of the EAC will be responsible for coordinating the appeals process, including meeting the deadline of February 1, when the recommendation is due to the Superintendent/President. The Chair shall have the following specific responsibilities:

- Establish appeal timeline
- Convene the EAC to hear appeals
- Ensure that each EAC member has access to all necessary documents
- Inform the probationary faculty member of his/her options to present to EAC
- Draft EAC report/recommendations
- Distribute the EAC report by February 1st to the Superintendent/President, Evaluatee, TEC Chair, and TERB Coordinator.
17.7.5 The EAC Chair shall establish a timeline for the appeals process. The timeline shall be constructed so that the President/Superintendent receives the final appeals review report and recommendation no later than February 1 or the first business day following.

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

17.7.7 If a tenure and/or rehire recommendation is negative, the TEC Chair shall inform the TERB Coordinator and the evaluee within 5 working days from the time the recommendation is made. The TERB Coordinator will apprise the evaluee of his/her right to appeal the recommendation, and if the evaluee decides to appeal the TEC’s recommendation, the TERB Coordinator will facilitate the initiation of the appeals process. In addition to contacting the evaluee by phone or email, a registered letter will be sent to the evaluee’s home within 48 hours. The evaluee shall have 48 hours from the time the letter is delivered to contact the TERB Coordinator to initiate the appeals process.

17.7.8 In each case of appeal, the TERB office shall forward the evaluee’s file to the Chair of the EAC within three (3) business days of the identification of the Chair from among the committee’s membership.

17.7.9 The file will be available for examination by each member of the EAC at the TERB office or at the Office of Instructional Services during normal business hours.

17.7.10 EAC members, including alternates, will individually review the appellant’s file and will then meet in committee. EAC members, including alternates, will maintain evaluator confidentiality throughout the appeal process. If necessary, the EAC may request to review evaluation and/or remediation information from prior reviewers.

17.7.11 The EAC is convened for the purpose of due process within the context of the college and does not perform a legal function. Given this context, the EAC shall not engage with attorneys during the review and appeal process. If either the appellant or any TEC member engages legal representation, the internal due process outlined in this Article shall end immediately.

Both the appellant and a representative chosen by the TEC have the right to provide a personal presentation of their case to the EAC, each to be heard separately. The appellant has the right to have a peer representative present in this meeting if he/she so desires, and this
person shall be an observer. The representative of the TEC shall be accompanied by a second member of the TEC, also chosen by the TEC, and this person shall be an observer.

17.7.12 All recommendations with supporting evidence regarding appeals must be made only when the entire membership is present, and must be made by a \(\frac{5}{7}\) vote.

17.7.13 All recommendations regarding tenure and rehire appeals will be explained in writing and submitted to the TERB Coordinator, the TEC, the Superintendent/President and the evaluatee by the Chair of the EAC.

17.7.14 The Superintendent/President’s final recommendation to deny tenure or not rehire shall be forwarded to the Board of Trustees for their decision. If the Board’s action is to deny tenure or not rehire, the faculty member may seek remedies as specified in the California Education Code.

17.8 Permanent Faculty Members

17.8.1 Permanent (regular) faculty members will be evaluated at least once in every three (3) academic years.

17.8.2 A Peer Review Committee (PRC) will be established for each permanent (regular) faculty member at least once in every three (3) years, to include the following two (2) academic employees:

- The Department Chair (or his/her tenured designee), shall serve as the Chair of the PRC. However, if the evaluatee is the Department Chair, another permanent faculty member from that department shall be appointed by the Faculty Senate to serve as Chair of the PRC.
- One (1) permanent faculty member from the evaluatee’s department, or a related discipline, who shall be selected by the evaluatee.

If a given department has no faculty member serving as Department Chair or Director, the Faculty Senate shall designate a tenured faculty member in that discipline to serve as Chair of the PRC. If no tenured faculty member from that discipline is available to serve as Chair, the Faculty Senate shall designate a tenured faculty member from a related discipline to serve as Chair of the PRC.

17.8.3 A Peer Review Committee (PRC) will be established for each permanent (regular) faculty member in a shared 50-50 percent load (see Article 20.2.2.5) at least once in every three (3) years, to include the following two (2) academic employees:
• The Department Chair of the primary department (or his/her tenured designee) shall serve as the Chair of the PRC. However, if the evaluatee is the Department Chair, another permanent faculty member from that department shall be appointed by the Faculty Senate to serve as the Chair of the PRC (see Article 17.8.2).

• The Department Chair of the secondary department (or his/her tenured designee).

17.8.4 The permanent faculty member may challenge within ten (10) business days of appointment either (or both) of the two (2) faculty members comprising the faculty member's PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged faculty member(s). The challenge may be granted only upon a majority vote of the entire TERB. If TERB denies the challenge, TERB shall provide the challenger with reason(s) in writing for denying the challenge.

17.8.5 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluatee. However, the PRC shall communicate any concerns the PRC members may have about the evaluatee’s job performance. The PRC will review the evaluatee’s work, will conduct observations of the evaluatee’s work, will conduct the evaluation, and will prepare the Final Review Report. The evaluatee will cooperate fully with the PRC, and submit materials to it relevant to the evaluatee’s assignment as requested by the PRC Chair.

17.8.6 For each permanent (regular) faculty member in a shared 50/50 percent load, two classroom observations, one in each discipline, shall be required.

17.8.7 The PRC’s evaluation of the evaluatee and its preparation of the Final Review Report is a flexible and careful process designed so that the permanent (regular) faculty member maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluatee’s work performance. Any evaluation calendar established by the PRC will be advisory only.

17.8.8 The Final Review Report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB. The TERB will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are
met, the TERB shall transmit them with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee’s discipline.

17.8.9 A permanent faculty member who receives an overall "Needs Improvement" or "Unsatisfactory" rating shall be evaluated in each subsequent semester and shall commence a program of improvement (not to exceed two (2) years) under the direction of the PRC and TERB. When a Standard Professional Performance rating (or higher) is earned, the faculty member shall return to the three (3)-year evaluation cycle. If, after two (2) years in the program of improvement, a rating of Standard Professional Performance (or higher) is not earned, the appropriate Vice President for the evaluatee’s discipline may, in consultation with the TERB, recommend a continued program of improvement or refer the matter to the Superintendent/President.

17.8.10 The Governing Board makes the final decision on the continuing employment for all permanent faculty members subject to the review procedure in state law.

17.9 Outside Observations

17.9.1 The District’s acquisition of software (a.k.a. Palomar Outcomes Database) is intended to support the District’s ongoing effort to meet accreditation standards. The District will not use Student Learning Outcomes data for faculty evaluation or discipline.

17.9.2 Observations conducted outside of the processes outlined in this Article shall not influence an individual faculty member’s evaluation.
ARTICLE 18 - REDUCTION IN FORCE

18.1 The District may layoff tenured (regular) and/or probationary (contract) faculty members pursuant to relevant provisions of the Education Code, and shall determine all impacts and effects of any layoff, except that the District may not violate any specific and express term of this Agreement. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.

18.2 The District will inform the Federation of any pending layoff of tenured or probationary faculty members so that the Federation may have a reasonable opportunity to provide any input regarding the District’s decision to layoff.

18.3 Eligibility for layoff of tenured or probationary faculty members is determined by the first date of paid service in a probationary position (Education Code §87414), the Faculty Service Area(s) (“FSA”) held by the faculty member, and the District’s competency criterion. The prior granting or use of an assigned “seniority number” by the District for the purpose of this Article is discontinued and is no longer in effect.

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

(1) Ten (10) points for an earned doctorate degree from an accredited university;

(2) One (1) point for each semester of work in the District as an adjunct faculty member within the previous (10) years; and

(3) One (1) point for each step on the regular salary schedule for full-time faculty granted for previous experience upon initial employment with the District as a probationary faculty member.

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

The layoff of certificated employees who are Child Care Center teachers is governed by Education Code §8366, and the order of their layoff shall be determined by length of service. The employee who has served the shortest amount of time shall be laid off first, except that no permanent employee shall be laid off ahead of a probationary employee.
18.4 The FSA’s in the 2001-2002 Faculty Manual in provision 176 on pages 86-94 shall continue to be the FSA’s established in the District, except that the Governing Board of the District may add to, delete or modify the FSA’s in that provision upon the positive recommendation of the Superintendent/President, and after both the Federation and the Faculty Senate have had a reasonable opportunity for input.

18.5 For purposes of any layoff of tenured or probationary faculty members, the District competency criterion shall be any recent (within the last ten (10) years unless FSA’s mandate otherwise) successful performance within the FSA qualified for by the faculty member. To be successful there can be no overall unsatisfactory evaluation.

18.6 After initial employment, a faculty member may apply to the Assistant Superintendent/Vice President for Human Resource Services to add an FSA for which the faculty member qualifies. The burden of providing documentation and the burden of proof is with the faculty member. The denial of a requested FSA is subject to the grievance procedure (see Article 14) of this Agreement.

18.7 Re-employment rights of laid-off tenured or probationary faculty members are determined be relevant provisions of the Education Code.

18.8 A laid-off tenured or probationary faculty member may utilize any remaining personal necessity leaves days prior to the end of the school year for the purpose of attending interviews by prospective new employers.

18.9 A laid-off tenured or probationary faculty member who received paid health benefits prior to the layoff will continue to receive such paid benefits for an additional three (3) months after the effective date of the layoff.
ARTICLE 19 - PRE-RETIREMENT PROGRAM

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

19.1 Eligibility

19.1.1 The faculty member must have been employed by the District as a full-time faculty member for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service. For the purposes of this Article, sabbatical leaves and other approved leaves of absence shall not constitute a break in service.

19.1.2 The faculty member shall have reached the age of fifty-five (55) years by the start of the semester in which the work reduction begins.

19.1.3 Prior to the implementation of the request to participate, the District shall verify with the State Teachers' Retirement System (STRS) or with the Public Employees' Retirement System (PERS), as appropriate, that the faculty member is eligible for the reduced workload program. If STRS or PERS determines that the faculty member is not eligible, the option of reduction in workload shall be denied.

19.2 Workload and Compensation

19.2.1 A pre-retirement program will require both a reduction in workload and a commensurate reduction in the yearly contract salary. The minimum employment shall be one-half (1/2) the number of days service required by the faculty member’s yearly contract during the last year of service in a full-time position. This equivalency may be achieved through a fifty percent (50%) assignment or more each semester; a hundred percent (100%) assignment for one (1) semester and no second semester assignment; or any assignment which averages fifty percent (50%) or more for both semesters of the college year.

19.2.2 The salary paid the full-time faculty member on reduced load shall be a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of reduced load employment. The faculty member shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time status. The faculty member shall receive health benefits in the same manner as a full-time faculty member.
19.2.3 The participating faculty member during the period of reduced employment shall make contributions to the STRS or the PERS in the amount that the faculty member would have contributed had he/she performed creditable service on a full-time basis, and the District shall make contributions to the STRS or the PERS in the amount the District would have contributed had the faculty member performed creditable service on a full-time basis, subject to the rate adopted by the STRS or the PERS.

19.3 Term of Reduced Employment

19.3.1 The anticipated period of part-time employment shall be indicated by the faculty member at the time the option of reduced load employment is requested. The period of reduced load employment shall not exceed ten (10) years of employment for faculty members in the STRS and shall not exceed five (5) years of employment for faculty members in the PERS.

19.3.2 The period of reduced load employment shall not extend beyond the end of the college year during which the faculty member reaches his or her seventieth (70th) birthday for faculty members in the PERS. This provision does not apply to a faculty member in the STRS.

19.4 Adoption and Revocation

19.4.1 The option of participation in this program shall be exercised at the request of the eligible faculty member and can be revoked only with the written mutual consent of the faculty member and the District through its Assistant Superintendent/Vice President for Human Resource Services.

19.4.2 A faculty member who elects to participate in the pre-retirement program shall enter into a written agreement with the District covering the terms and conditions of the faculty member’s program. Such agreement shall be consistent with the provisions of this Article and may be amended with the mutual consent of the District and the faculty member.
ARTICLE 20 - WORKING CONDITIONS

20.1 Reimbursement for Personal Property

The District shall reimburse a faculty member for any verified loss, damage or destruction of a faculty member’s personal property suffered through no fault of the District while the faculty member was acting within the scope and course of employment. Reimbursement shall be subject to the following conditions:

20.1.1 The value of the personal property is more than fifty dollars ($50) and the faculty member took reasonable precautionary steps to protect the personal property. The maximum reimbursement for the loss, damage or destruction of any item used without prior approval is seven hundred fifty dollars ($750).

20.1.2 Reimbursement for any vehicle is strictly limited to actual use during the faculty member’s scope and course of employment and not while the vehicle is simply parked at a facility of the District.

20.1.3 The total reimbursement to all faculty members in the bargaining unit for all verified loss, damage or destruction of personal property in any fiscal year (July 1 through June 30) shall be strictly limited to twenty-five thousand dollars ($25,000).

20.1.4 A written request for reimbursement must be filed by the faculty member with the District Business Office no later than thirty (30) calendar days after the loss, damage or destruction of the faculty member’s personal property. The faculty member shall submit evidence of the loss, damage or destruction of the personal property, and the burden of proof in all cases shall be with the faculty member seeking reimbursement.

20.1.5 Reimbursement for any verified loss, damage or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the faculty member. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, hand-held electronic devices, cellular telephones, personal data assistants and tablets (such as the iPad), purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by faculty members. Prior written approval is necessary for all computers and related equipment, VCRs, DVDs, Blu-ray players, and related equipment. Prior written approval may be canceled at any time in writing by giving the faculty member written notice seven (7) calendar days prior to the cancellation.
20.1.6 If a faculty member receives any payment from an insurance carrier for any loss, damage or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the faculty member, the faculty member shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation and the faculty member shall fully cooperate with the District in pursuing such rights.

20.1.7 These provisions shall not restrict a faculty member from bringing personal property onto the property of the District at the faculty member’s own risk, and shall not restrict a faculty member from using personal property at his/her own risk during the course and scope of employment.

20.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

20.2 Transfer

A “transfer” for purposes of this Article is a movement of a tenured (regular) and/or probationary (contract) faculty member from one department to another department within the District.

20.2.1 Voluntary Transfer: Full Load

20.2.1.1 At any time, a tenured (regular) and/or probationary (contract) faculty member may request in writing a voluntary reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty member meets the minimum requirements for the vacant or new position sought, possesses the Faculty Service Area (FSA) for the vacant or new position sought, and has not received a Substandard Performance or Unsatisfactory evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.

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

20.2.1.3 The District retains the right to deny any request for a voluntary transfer and reserves the right to employ a new faculty member for any vacant or new position.

20.2.1.4 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty member’s request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.

20.2.2 Voluntary Transfer: Shared Voluntary Transfer, 50/50 Load

20.2.2.1 At any time, tenured (regular) faculty members may request in writing a voluntary shared reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty members meet the minimum requirements for the vacant or new position sought, possess the Faculty Service Area (FSA) for the vacant or new position sought, and have not received a Substandard Performance or Unsatisfactory evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.

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

20.2.2.3 The District retains the right to deny any request for a voluntary transfer (shared load) and reserves the right to employ a new faculty member for any vacant or new position.
20.2.2.4 If requested by the faculty members, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty members’ request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.

20.2.2.5 Faculty sharing an assignment with a 50/50 split load will have a primary department and a secondary department designation. The senior faculty member will choose his or her primary department with the mutual agreement of the departments involved. For the purpose of this section, the primary department will be responsible for all administrative details relating to employment and divisional representation.

20.2.3 Administrative Transfer

20.2.3.1 An administrative transfer is initiated by the Dean or first-level educational administrator directly responsible for a tenured (regular) and/or probationary (contract) faculty member. An administrative transfer will not take place unless the faculty member meets the minimum requirements for the targeted position and possesses the Faculty Service Area (FSA) for the targeted position.

20.2.3.2 An administrative transfer shall be determined by the affected Vice President(s) after consultation with the affected Dean(s) or first-level educational administrator(s) in charge of the departments, and after consultation with the affected Department Chairs.

20.2.3.3 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the administrative transfer. A PFF representative also may attend such conference at the request of the faculty member.

20.3 Mileage and Parking Reimbursement

The District shall reimburse a faculty member for mileage and parking fees only when the faculty member must use his/her personal vehicle while acting within the scope and course of employment and prior approval was granted by the first-level administrator. Reimbursement shall be subject to the following conditions:

20.3.1 Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as reimbursable expense.
20.3.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.

20.3.3 In no case shall reimbursement be granted for mileage between the faculty member’s residence and the District work locations of the faculty member. Mileage reimbursement shall be made for trips within a single day between two (2) or more work sites of Palomar College when such travel is due to a split faculty assignment. First-level administrator must approve all mileage reimbursement requests.

20.3.4 When more than one (1) faculty member must travel while acting within the scope and course of employment in performance of assigned duties, the minimum number of vehicles consistent with safety and economy must be used, and only the faculty member(s) who must use a personal vehicle shall receive reimbursement.

20.4 Removal of District Equipment

A faculty member may remove District-owned equipment from the premises of the District or the location where the equipment normally is used by the District only when such equipment is necessary in the performance of assigned duties and when the form Removal Request of District-Owned Property has been fully completed. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the faculty member will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

20.5 Faculty Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all faculty members at no charge on a first-come/first-served basis and without any designated parking spots or areas. The PFF agrees that the District is not liable for vehicles owned or operated by faculty members parked at District facilities, and the District is not liable for any personal property of faculty members in vehicles owned or operated by them.

20.6 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, faculty members shall not use District facilities, grounds, equipment, supplies, utilities, or vehicles for any personal profit-making or personal entrepreneurial purpose without the prior express written permission of the Assistant Superintendent/Vice President for Human Resource Services.
20.7 Office Space

20.7.1 The District shall provide full-time faculty with a lockable office equipped with a telephone, computer, lockable files, desk, chairs, bookshelves, and email/internet access. The office shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety.

20.7.2 The District recognizes the need for office space for part-time faculty to meet with students. Adequate furniture, telephones, and computers will be made available by the District within such common office space. Part-time faculty members, upon their request, shall be provided access to voicemail and email privileges during any semester they have an assignment.

20.7.3 The District will make available a minimum of 1200 square feet of office space for part-time faculty members in the Natural Science Building.

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

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

20.8 Monitoring of Work Spaces and Communications

20.8.1 The District shall not monitor electronic transmissions (e.g. view, copy, or confiscate any electronic file) for their content unless required to do so under court order, a legally enforceable subpoena, or other requirement of federal or state law. The District may monitor use patterns and costs in a bona fide criminal investigation.

20.8.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all faculty member(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall include recording, photographing, observing and/or listening.

20.8.3 Neither this Section nor the associated procedures for its implementation shall be construed in any way to restrict Constitutional guarantees of free expression and the exchange of ideas.
20.9 Support Services

Support services shall be provided for all faculty members during normal business hours.

20.10 Re-Employment Preference for Part-Time Faculty

Part-time faculty members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of Palomar College shall receive preferential consideration for continuing part-time assignments. This preferential consideration shall be based upon evaluation procedures and the accumulation of assignment credits as provided in this Section.

20.10.1 To receive preferential consideration a faculty member must achieve a rating of High Professional Performance or Standard Professional Performance in a peer evaluation in a single discipline at Palomar College (as provided in Article 17); and accumulate six (6) or more assignment credits in that discipline at Palomar College within the preceding six (6) consecutive academic years. The responsibility of ensuring timely evaluations, at least once every three years, rests with the department.

20.10.1.1 A faculty member shall accrue one (1) assignment credit for each regular semester (Fall or Spring) in which he or she is offered and accepts an academic assignment at Palomar College.

20.10.1.2 Eligibility for preferential consideration shall require a rating of High Professional Performance or Standard Professional Performance on two (2) consecutive full or part-time peer evaluations in the discipline the faculty member is seeking an assignment.

20.10.1.3 A semester in which the faculty member declines or is not offered an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner, or other compelling reason, shall not cause that faculty member to be ineligible for preferential consideration. Written documentation shall be provided to the Department Chair stating the specific circumstances for requesting this exception.

20.10.1.4 If a faculty member has previously accepted an assignment at another college, and that other assignment would conflict
with an assignment subsequently offered at Palomar College, the faculty member may decline the Palomar assignment without prejudice to his or her eligibility for preferential consideration.

20.10.2 A preferential consideration list of eligible faculty members shall be established and implemented for each discipline as determined within an academic department. It is the responsibility of the department to maintain and regularly update the list.

20.10.2.1 All faculty members on the preferential consideration list for a given course or discipline shall have equal standing. For the purposes of assignment and scheduling, no part-time faculty member shall receive preferential consideration over a full-time faculty member.

20.10.2.2 A faculty member on the preferential consideration list for a course for which they are eligible shall be offered an assignment in that discipline before that assignment is offered to any person not on that list. Departments or disciplines may have specific criteria exceeding standard department teaching requirements in order to maintain the academic integrity of their programs. All eligibility criteria for disciplines shall be determined by the full-time faculty members of the discipline and made available by the department upon request.

20.10.2.3 For the purpose of this Article, the eligibility for teaching a course will include but is not limited to education, required certifications, recency in terms of teaching experience, specific course work experience, expertise, and ability to expose students to current information, technology, and skills required in the classroom.

20.10.2.4 When two (2) or more faculty members on the preferential consideration list are qualified for an assignment, the Department Chair/Director or Dean may select the faculty member who will be offered that assignment. This selection shall not be subject to the grievance process in this Agreement.

20.10.3 It is the responsibility of each part-time faculty member to inform the Department Chair/ Director of those days and hours when he or she will be available to accept an assignment when the Department Chair requests availability prior to scheduling. Subject to student needs, room availability and other institutional concerns, the Department
Chair/Director shall give reasonable consideration to that availability when offering assignments to faculty members on the preferential consideration list.

20.10.4 Subject to the provisions of Section 20.10.1.2. above, a part-time faculty member shall cease to be eligible for preferential consideration when the faculty member:

a) Fails to complete an accepted assignment without good and sufficient reason;
b) Receives a Substandard Performance rating on two (2) consecutive peer evaluations;
c) Receives an Unsatisfactory rating on any peer evaluation; or
d) Is terminated by the District for cause.
e) Has a break in service of three (3) consecutive semesters or more, for any reason.

A faculty member disqualified due to Substandard Performance ratings shall regain eligibility when he or she receives a High Professional Performance rating on a subsequent peer evaluation.

20.11 Full-Time Faculty Assignments

20.11.1 The full-time faculty members of each department/program shall mutually agree upon a process whereby all full-time faculty select their contract and then their overload assignments, if any. In the event full-time faculty of the department/program cannot come to mutual agreement upon a process, the Dean shall determine the process.

The weekly assignment of non-classroom faculty shall be mutually agreed upon by faculty members and their Department Chairs/Directors. Schedules may be revised during the academic year by mutual agreement of the faculty member(s) and their Department Chairs/Directors. In the event that mutual agreement is not reached between non-classroom faculty and the Department Chairs/Directors on weekly assignments and/or schedule revisions, the Dean shall make the determination.

20.11.2 Prior to developing the faculty assignments for a future semester or session, a scheduling preference form shall be distributed to each full-time faculty member in the department. The Department Chair shall consider faculty members’ preferences when they develop faculty schedules and assignments.

20.11.3 Faculty members shall be informed of their assignments no later than four (4) weeks prior to the start of the assignment. Subsequent changes
shall be limited to those necessary to meet unforeseeable staff and student needs. Other changes may be made by mutual agreement between the Department Chair and the faculty member(s) affected. In the event that mutual agreement cannot be reached, the Dean shall make the final determination.

20.11.4 No faculty member shall be required to accept an overload assignment.

20.11.5 No class shall be cancelled after the third class meeting or the end of the second week of instruction, whichever occurs first.

20.12 Special Faculty Assignments

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

20.12.2 Lead instructor duty shall be assigned on a rotating basis among EME department full-time faculty members at the discretion of the Department Chair/program director.

20.12.3 Lead instructors for paramedic and emergency medical technician training shall be available for student/training agency contact on a 24 hr/7 day per week basis. The department has the right to make alternative arrangements for this duty.

20.13 Violation of BP 3570-Smoking and/or Other Tobacco Use

20.13.4 Any violation of BP 3570 shall not be used for evaluations and/or disciplinary action.
ARTICLE 21 - SAVINGS

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

21.2 If any provision of this Agreement is contrary to or inconsistent with a federal or state law, because of a change to any such law, the parties will meet and negotiate a replacement provision within thirty (30) calendar days of receipt of an initial proposal by either party.
ARTICLE 22 - MISCELLANEOUS PROVISIONS

22.1 This Agreement (including its appendices) shall supersede any policies, rules, regulations, procedures, and practices of the District which are inconsistent with this Agreement.

22.2 The District and the Union mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on those matters that were the subject of negotiations leading to this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement.

22.3 The District and the Union mutually agree that this Agreement shall be in full settlement of all issues which were the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the terms of this Agreement unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement.

22.4 Any policies, rules, regulations, procedures, and practices in conflict with the express terms of this Agreement shall be revoked by the District.
ARTICLE 23 - NO CONCERTED REFUSALS TO WORK

23.1 During the period following the ratification of this Agreement through October 7, 2014, neither the Palomar Faculty Federation (the “Union”) nor the Union’s officers shall authorize or advocate a strike, work stoppage or slowdown by members of the faculty bargaining unit.

23.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and agrees to make reasonable effort toward inducing all unit members to do so.
ARTICLE 24 - PROFESSIONAL RESPONSIBILITIES

24.1 Since the District is an equal employment opportunity institution and an equal educational opportunity institution, faculty members shall comply with all equal employment opportunity and equal educational opportunity laws and regulations, and shall not engage in any conduct in violation of those laws and regulations, including sexual harassment of employees, employee applicants or visitors, or students.

24.2 Faculty members shall use District equipment, supplies, utilities, facilities, or vehicles only for purposes related to the performance of their duties, except for the brief and incidental use of such items during non-duty time that involves no cost to the District, or except as authorized by another specific provision of this Agreement.

24.3 Faculty members are expected to continue to develop their scholarly competence. Faculty members shall aspire to excellence.

24.4 Faculty members shall demonstrate respect for students as individuals and adhere to the faculty’s role as intellectual guides and counselors. In this regard, faculty members shall insure that they and their students are academically honest.

24.5 Faculty members shall adhere to the highest academic standards and demand the same of their students.
ARTICLE 25 - INTELLECTUAL PROPERTY

25.1 Faculty who develop intellectual property with District Support, as defined below, including but not limited to electronically posted notes, lectures, instructional materials, audio or videotaped presentations, broadcasts, or multi-media or interactive software, shall retain ownership rights to and control of such material, except that the District shall retain the right to use property created with Substantial District Support, as defined below, for its own purposes without payment of royalties or other consideration, and the faculty member shall provide appropriate access to District personnel for faculty evaluation, program review and accreditation purposes. Works or Inventions for Hire as defined below, shall remain the property of the District for all purposes.

25.2 Definitions

25.2.1 *District Support* includes the use of District funds, personnel, facilities, equipment, materials, or technology.

25.2.2 *Substantial District Support* is defined as support involving either (1) direct costs to the District in excess of $2,000 over and above any budget customarily provided for the faculty member’s usual appointment or assignment; (2) indirect costs to the District (including but not limited to salaries and wages) in excess of $5,000 for District employees providing secretarial, technical or creative services specifically for the project; or (3) the use of exceptionally expensive District equipment or facilities (e.g., professional recording and film studio, professional television cameras and the like). A grant obtained through the initiative and efforts of a faculty member shall not be considered to have resulted from Substantial District Support so long as the faculty member’s contributions exceed the District’s contributions.

25.2.3 A *Work for Hire or Invention for Hire* is one for which the faculty member is specifically compensated to create. Works for Hire or Inventions for Hire include products resulting from grants where the faculty member’s contributions were less than those contributions from the District. Such agreement shall be in writing and become effective upon mutual agreement between the District and the PFF. Neither party shall unreasonably withhold or delay its approval. The faculty member’s compensation may be in the form of reassigned time or an agreed upon amount.
ARTICLE 26 – BROADCAST AND RECORDING INSTRUCTION

26.1. Broadcasting and Recording Instruction

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

26.2. When a produced TV course is in the broadcast production phase, the faculty member will be compensated for the course, as if it were being taught to students in a classroom setting.

26.3. When a produced TV course is offered, the faculty member will be compensated for the course, as if it were being taught to students in a classroom setting.
APPENDIX A – BARGAINING UNIT DESCRIPTION

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

PALOMAR COMMUNITY COLLEGE DISTRICT, Employer,
and
PALOMAR FACULTY FEDERATION, CFT/AFT,
Exclusive Representative.

Type of Election:
XX Consent Agreement
___ Directed Order

Case Number: LA-RR-1060

CERTIFICATION OF REPRESENTATIVE

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

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

Signed at Oakland, California

On the 5th day of January, 2001

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

Anita I. Martinez
Regional Director

Attachment
Unit Title: Faculty Unit

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

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

Attachment
# APPENDIX B – WORKLOAD SCHEDULE

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<th>Division</th>
<th>Lecture</th>
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<td><strong>ARTS, MEDIA, BUSINESS AND COMPUTER SCIENCE</strong></td>
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<td>Noncredit courses</td>
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<tr>
<td>(Where noncredit course is taught concurrently with a credit class, the load for the credit class prevails)</td>
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**STUDENT SERVICES**

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<td>Disability Resource Center</td>
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<td>Disability Resource</td>
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MEMORANDUM

TO: Palomar Faculty Federation, CFT/AFT Members-
    Full-Time and Part Time Faculty

FROM: John Tortarolo, Assistant Superintendent/Vice President,
    Human Resource Services

RE: Statutory Agency Fee/Union Dues

The State Legislature has enacted a statutory agency fee as a condition of continuing employment for all community college faculty members who are represented by an exclusive bargaining agent (Government Code Sections 3546 et seq.). At Palomar Community College, the Palomar Faculty Federation has implemented these statutory agency fees/dues.

Government Code Section 3546(a) requires Palomar Community College District to deduct and remit the agency fees to the exclusive bargaining agent, the Palomar Faculty Federation. The deductions are 1.6% of gross salary for all full-time and part-time faculty.

If you have any questions or would like more information regarding the Palomar Faculty Federation, please contact:

Palomar Faculty Federation, AFT Local 6161
1140 W. Mission Road, Room MD 347
San Marcos, CA 92069
Phone: (760) 744-1150 ext. 3948
www.palomarfacfed.org

Revised 06/14/10
APPENDIX D– SPOUSAL AND DOMESTIC PARTNERSHIP POLICY

Benefits for Spouses and “Domestic Partners”

A. The District recognizes that employees have partners that are defined as “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring.” The District is committed to extending appropriate benefits to the partners of eligible employees, whether those partners are classified as “spouses” or “domestic partners.”

B. For all instances in the contract, the term “spouse” or “domestic partner” shall be construed to read “spouse or domestic partner.” All benefits and rights accorded to spouses of faculty shall be conferred to domestic partners as defined in this Appendix. All rights and privileges accorded to faculty remembers in regards to their spouses shall also be conferred to domestic partners as defined in this Appendix. The definition of “spouse” and “domestic partner” in this Appendix shall supersede any other definition of spouse or domestic partner within the contract. The District shall recognize only one spouse or domestic partner per employee at a time.

C. Eligible employees of the Palomar Community College District may receive paid health (medical, dental and vision) benefits for their spouses or domestic partners, upon written request, subject to any legal restrictions and the policies of the District’s health care providers and carriers, and subject to the requirements in this Appendix. Eligible employees for purposes of this Appendix are those regular employees who are currently eligible for health benefits under existing Board Policy or collective bargaining Agreement. .

D. The term “spouse” for purposes of this Appendix will include any couple who have been issued a legal certificate of marriage or valid certificate of civil union in accordance with lex loci celebrationis. In lieu of a certificate, the employee may file a copy of a legally filed state or federal tax return showing both partners in a marriage or civil union, or may file a written statement signed under penalty of perjury by both persons attesting to holding such marriage or civil union.

E. The term “domestic partner” for purposes of this Appendix will include any “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring” but are otherwise not eligible to be called spouses under section D, above. The District will recognize that a domestic partnership shall be established when either: (i) the conditions under Provision A are met or (ii) all of the requirements of Provision B are met:

PROVISION A:

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

PROVISION B:

1 Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

2 Both persons agree to be jointly responsible for each other’s basic living expenses incurred during the domestic partnership. The term “basic living expenses” means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person’s domestic partner. The term “joint responsibility” means that each partner agrees to provide for the other partner’s basic living expenses if the partner is unable to provide for himself or herself.

3 Neither person is married nor a member of another domestic partnership.

4 The two persons are not related by blood in any way that would prevent them from being married to each other in California.

5 Both persons are at least eighteen years of age.

6 Both persons are capable of consenting to the domestic partnership.

7 Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law with another individual that which has not been terminated pursuant to applicable law.

8 The District receives a statement, signed under penalty of perjury by both partners whom will receive benefits under this provision, stating that they meet the criteria of Provision B expressed in paragraphs 1-7, above.

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

Official Grievance & Appeal Form
Palomar Faculty Federation

This Document Is Filed at:  
___ Step 1 – Division Dean
___ Step 2 – Assistant Superintendent/Vice President for
   Instruction
   ___ Student Services
___ Step 3 – Assistant Superintendent/Vice President for
   Human Resources
___ Step 4 – Mediation
___ Step 5 – Binding Arbitration

Name of Grievant: ___________________________  Department: ___________________________

Date Grievance Occurred (or Discovered): ___________________________

Representation:

   _____ Grievant Is Representing Him/Herself at this Step
   _____ The PFF Is Representing the Grievant at this Step

PFF Grievance Officer: ___________________________

Contract Provision(s) Alleged to Have Been Violated:

   Article ___________  Section ___________
   Article ___________  Section ___________
   Article ___________  Section ___________
   Article ___________  Section ___________

Narrative of Events as Alleged by the Grievant:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(Attach additional pages, if necessary.)

Relevant Documents May Be Attached.
Specific District Action(s) or Omission(s) that Is/Are Alleged to Violate the Contract:

(Attach additional pages, if necessary.)

Remedy/Remedies Requested:

(Attach additional pages, if necessary.)

For Step 1 Only:
Date of Informal Conference with Administrator: ____________________________
Name of Administrator: ____________________________

Result of the Informal Conference:

(Attach additional pages, if necessary.)

For All Steps:
Signature of Grievant: ____________________________ Date: ____________________________

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

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

RESPONSE BY ADMINISTRATOR:

(Attach additional pages, if necessary.)

Date: ____________________________ Signature of Administrator: ____________________________
## APPENDIX F – EXTRA DUTY STIPEND SALARY SCHEDULE

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<tr>
<th>Extra Duty - Other</th>
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<th>*Stipend</th>
<th>Summer Stipend</th>
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<tr>
<td>AODS Program Director</td>
<td>20%</td>
<td>$2,000 each academic semester fall &amp; spring</td>
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<tr>
<td>Assistant Chair, Nursing Department</td>
<td>20%</td>
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<tr>
<td>Archaeology Program Coordinator</td>
<td>20%</td>
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<tr>
<td>Articulation Officer</td>
<td>100%</td>
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<tr>
<td>Artist in Residence - President's Association</td>
<td>40%</td>
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<tr>
<td>Coordinator, Service Learning Program</td>
<td>20%</td>
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<tr>
<td>Concert Band Director</td>
<td>20%</td>
<td>$1,030 per faculty member each academic</td>
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<tr>
<td>Dance Production Director</td>
<td>20%</td>
<td>semester fall &amp; spring</td>
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<tr>
<td>Director - Forensics (3)</td>
<td>Either 20% , or stipend</td>
<td>$3,400.00 each</td>
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<tr>
<td>English 10/50</td>
<td>60%</td>
<td>$3,619.10</td>
<td>$603.19</td>
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<tr>
<td>English Lab*</td>
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<td>$1,260.65</td>
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<tr>
<td>ESL Computer Lab Director</td>
<td>27%</td>
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<tr>
<td>ESL Tutor Coordinator*</td>
<td>60%</td>
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<tr>
<td>Two (2) program coordinators, responsible for two (2)</td>
<td>60%</td>
<td>$4,246.07 per semester (6) weeks @ $53.08/hr</td>
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<tr>
<td>separate programs, will be paid a single stipend of 5</td>
<td>60%</td>
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<tr>
<td>hours per week at the rate of $53.08 per hour for the</td>
<td>60%</td>
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<td>spring and fall semesters</td>
<td>60%</td>
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<tr>
<td>Six (6) program coordinators will be paid a single</td>
<td>60%</td>
<td>$2,547.64 per semester (6) weeks @ $53.08/hr</td>
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<tr>
<td>stipend of 3 hours per week at the rate of $53.08 per</td>
<td>60%</td>
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<td>hour for the spring and fall semesters</td>
<td>60%</td>
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<tr>
<td>Faculty Senate - Divide by Senate</td>
<td>1.4 FTE</td>
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<td>$2,171.46</td>
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<td>Accreditation Steering Committee-Additional</td>
<td>20%</td>
<td>$1,237.92 = 4 hrs/wk for six (6) weeks @ $53.08/hr</td>
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<tr>
<td>Assigned time for 2013-14 and 2014-15 only</td>
<td>20%</td>
<td>$1,910.88 = 6 hrs/wk for six (6) weeks @ $53.08/hr</td>
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<td>World Language Computer Lab Director</td>
<td>33%</td>
<td>$800 per faculty member each academic</td>
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</tr>
<tr>
<td>Jazz Band Director</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Learning Outcomes Steering Committee</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liaison to Children's Center</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Math Center Director*</td>
<td>60%</td>
<td>$1,260.65</td>
<td></td>
</tr>
<tr>
<td>Assistant Math Center Director*</td>
<td>40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NCHEA Director (rotating two-year assignment every 6</td>
<td>40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>years)</td>
<td>40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Palomar College Orchestra Director</td>
<td>60%</td>
<td>$1,030 per faculty member each academic</td>
<td></td>
</tr>
<tr>
<td>Planetarium Director</td>
<td>60%</td>
<td>semester fall &amp; spring</td>
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</tr>
<tr>
<td>Theatre Technical Director</td>
<td>60%</td>
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<tr>
<td>Transfer Center Director</td>
<td>60%</td>
<td></td>
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</tr>
<tr>
<td>Title V, HSI, Professional Development Activities</td>
<td>20%</td>
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</tr>
</tbody>
</table>

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*Stipend refers to additional compensation provided for specific duties beyond regular faculty responsibilities. **District/PFF Agreement Board Ratified 10/08/13**
<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Pay</th>
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<tbody>
<tr>
<td>Sabbatical Leave Committee Chair</td>
<td>1</td>
<td>$3,136.56</td>
</tr>
<tr>
<td>Nursing Department Evening/Weekend Orientation/Mentoring 1</td>
<td>1</td>
<td>$2,691.65 per orientation/mentoring assignment per full-time faculty member</td>
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<tr>
<td>Lead Instructors for Paramedic Training</td>
<td>1</td>
<td>$1,076.66 for the full 10-month course</td>
</tr>
<tr>
<td>Lead Instructors for Emergency Medical Technician Training</td>
<td>1</td>
<td>$269.16 for the full course</td>
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<tr>
<td>Dental Assisting Director</td>
<td>1</td>
<td>$103.00 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)</td>
</tr>
<tr>
<td>EME Full-Time Faculty</td>
<td>1</td>
<td>$103.00 per month (grossed up for taxes) for 24/7 availability (does not increase with COLA)</td>
</tr>
<tr>
<td>STEM I Coordinator</td>
<td>60%</td>
<td>STI Curriculum &amp; Program Improvement (CPI) Coordinator 40%</td>
</tr>
<tr>
<td>STEM I Supplemental Instruction Coordinator</td>
<td>40%</td>
<td>STEM II Basic Skills Curriculum Coordinator 80%</td>
</tr>
<tr>
<td>STEM II Outreach &amp; Support Coordinator</td>
<td>80%</td>
<td>STEM II Math Curriculum Specialist 40%</td>
</tr>
<tr>
<td>STEM II Reading Curriculum Specialist</td>
<td>20%</td>
<td>STEM II ESL Curriculum Specialist 20%</td>
</tr>
<tr>
<td>STEM II English Curriculum Specialist</td>
<td>20%</td>
<td>STEM II First Year Experience Coordinator (Ends 6/30/16) 60%</td>
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<tr>
<td>STEM II Faculty Resource Coordinator (Ends 6/30/16)</td>
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<td>NSF STEP Learning Assistant (LA) Coordinator 40%</td>
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</tbody>
</table>

*Notes
1. One-time stipend for full-time day faculty for initial orientation and mentoring of evening/weekend faculty during each respective semester of the nursing education curriculum sequence (i.e. 1st semester day faculty orient/mentor 1st semester evening/weekend faculty)
2. The 0.4 FTE for Accreditation Self Study Co-Chair assignment available to Faculty Senate for re-direction when Accreditation Self-study Co-Chairship not in use.
3. The continuation of any/all grant and/or categorically funded assignments is dependent upon the funding of the grant and/or categorical program.
4. Stipends will be paid at the rate of $3,502 per 20% reassigned time for a faculty member who requests this option of compensation. Roles or activities requiring less than 20% reassigned time will be paid at the faculty member’s non-instructional hourly rate.
5. In compliance with Article 4.1.12, a faculty member’s work load (inclusive of teaching and grant activities) shall not exceed the equivalent of 140%.
* - The funds needed to increase the designated release time and/or create the designated position will be contingent on the Basic Skills Initiative (BSI) grant funds
<table>
<thead>
<tr>
<th>Extra Duty Sports</th>
<th>Stipend*</th>
<th>Reassigned Time (Hours)</th>
<th>%</th>
<th>Summer Stipend</th>
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<tbody>
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<td>Head Football Coach</td>
<td>$6,635.02</td>
<td>10</td>
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</tr>
<tr>
<td>Adjunct Head Football Coach</td>
<td>$11,520.81</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Assistant Football Coach</td>
<td>$4,976.26</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Basketball Coach (M/W)</td>
<td>$6,635.02</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Basketball Coach (M/W)</td>
<td>$11,520.81</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Basketball Coach</td>
<td>$4,976.26</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Baseball Coach</td>
<td>$5,820.72</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Head Baseball Coach</td>
<td>$10,736.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Baseball Coach</td>
<td>$4,312.76</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Softball Coach</td>
<td>$5,820.72</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Head Softball Coach</td>
<td>$10,736.67</td>
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<tr>
<td>Assistant Softball Coach</td>
<td>$4,312.76</td>
<td>8</td>
<td>40%</td>
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</tr>
<tr>
<td>Head Wrestling Coach</td>
<td>$5,820.72</td>
<td>10</td>
<td>50%</td>
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</tr>
<tr>
<td>Adjunct Head Wrestling Coach</td>
<td>$10,736.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Wrestling Coach</td>
<td>$4,312.76</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Tennis Coach (M/W)</td>
<td>$5,820.72</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Tennis Coach (M/W)</td>
<td>$10,736.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Tennis Coach</td>
<td>$4,312.76</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Swimming Coach (M/W)</td>
<td>$5,820.72</td>
<td>10</td>
<td>50%</td>
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</tr>
<tr>
<td>Adjunct Swimming Coach (M/W)</td>
<td>$10,736.67</td>
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</tr>
<tr>
<td>Assistant Swimming Coach</td>
<td>$4,312.76</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Volleyball Coach (M/W)</td>
<td>$4,192.12</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Volleyball Coach (M/W)</td>
<td>$9,949.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Volleyball Coach</td>
<td>$3,106.39</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Cross Country Coach (M/W)</td>
<td>$4,192.12</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Cross Country Coach (M/W)</td>
<td>$9,949.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Cross Country Coach</td>
<td>$3,106.39</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Water Polo Coach (M/W)</td>
<td>$4,192.12</td>
<td>10</td>
<td>50%</td>
<td></td>
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<tr>
<td>Adjunct Water Polo Coach (M/W)</td>
<td>$9,949.06</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Assistant Water Polo Coach</td>
<td>$3,106.39</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Golf Coach (M/W)</td>
<td>$4,192.12</td>
<td>10</td>
<td>50%</td>
<td></td>
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<tr>
<td>Adjunct Golf Coach (M/W)</td>
<td>$9,949.06</td>
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</tr>
<tr>
<td>Assistant Golf Coach</td>
<td>$3,106.39</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Head Soccer Coach (M/W)</td>
<td>$4,192.12</td>
<td>10</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Soccer Coach (M/W)</td>
<td>$9,949.06</td>
<td></td>
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<tr>
<td>Assistant Soccer Coach</td>
<td>$3,106.39</td>
<td>8</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Adjunct Track &amp; Field Coach (M/W)</td>
<td>$10,271.38</td>
<td>8</td>
<td>40%</td>
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<tr>
<td>Head Cheer Coach</td>
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<tr>
<td>Wellness/Fitness Center</td>
<td>n/a</td>
<td></td>
<td>25%</td>
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* Stipends reflect a 3.0% increase for FY 2013-14
APPENDIX G – SALARY SCHEDULES

Part-Time Faculty Salary Schedule: Instructional Assignment
For Fiscal Year 2013-2014

<table>
<thead>
<tr>
<th></th>
<th>Grade A</th>
<th>Grade B</th>
<th>Grade C</th>
<th>Grade D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>54.15</td>
<td>55.47</td>
<td>57.32</td>
<td>58.91</td>
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<tr>
<td>Step 2</td>
<td>57.32</td>
<td>58.91</td>
<td>60.50</td>
<td>62.09</td>
</tr>
<tr>
<td>Step 3</td>
<td>60.50</td>
<td>62.10</td>
<td>63.68</td>
<td>65.28</td>
</tr>
<tr>
<td>Step 4</td>
<td>63.68</td>
<td>65.28</td>
<td>66.87</td>
<td>68.48</td>
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Part-Time Faculty Salary Schedule: Non Instructional Assignment
For Fiscal Year 2013-2014

<table>
<thead>
<tr>
<th></th>
<th>Grade A</th>
<th>Grade B</th>
<th>Grade C</th>
<th>Grade D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>53.29</td>
<td>54.61</td>
<td>56.46</td>
<td>58.04</td>
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<tr>
<td>Step 2</td>
<td>56.46</td>
<td>58.04</td>
<td>59.64</td>
<td>61.22</td>
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<tr>
<td>Step 3</td>
<td>59.64</td>
<td>61.24</td>
<td>62.82</td>
<td>64.42</td>
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<tr>
<td>Step 4</td>
<td>62.82</td>
<td>64.42</td>
<td>66.00</td>
<td>67.60</td>
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</table>
## Academic Salary Schedule: Ten-Month (10-Month)

For Fiscal Year 2013-2014

<table>
<thead>
<tr>
<th>Grade B</th>
<th>Grade C</th>
<th>Grade D</th>
<th>Grade E</th>
<th>Grade F</th>
<th>Grade G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>55,015.41</td>
<td>4,584.62</td>
<td>57,531.50</td>
<td>5,794.99</td>
<td>60,044.54</td>
</tr>
<tr>
<td>Step 2</td>
<td>57,531.50</td>
<td>5,794.99</td>
<td>62,557.50</td>
<td>6,213.13</td>
<td>65,088.80</td>
</tr>
<tr>
<td>Step 3</td>
<td>60,044.54</td>
<td>6,003.71</td>
<td>67,519.50</td>
<td>6,310.80</td>
<td>70,094.56</td>
</tr>
<tr>
<td>Step 4</td>
<td>62,557.50</td>
<td>6,213.13</td>
<td>70,094.56</td>
<td>6,488.22</td>
<td>75,122.21</td>
</tr>
<tr>
<td>Step 5</td>
<td>65,088.80</td>
<td>6,422.41</td>
<td>75,122.21</td>
<td>6,600.90</td>
<td>80,589.74</td>
</tr>
<tr>
<td>Step 6</td>
<td>67,519.50</td>
<td>6,310.80</td>
<td>80,589.74</td>
<td>6,806.57</td>
<td>86,069.03</td>
</tr>
<tr>
<td>Step 7</td>
<td>70,094.56</td>
<td>6,488.22</td>
<td>86,069.03</td>
<td>7,022.18</td>
<td>91,954.51</td>
</tr>
<tr>
<td>Step 8</td>
<td>72,610.85</td>
<td>6,600.90</td>
<td>91,954.51</td>
<td>7,248.00</td>
<td>98,303.98</td>
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<tr>
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<td>75,122.21</td>
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<tr>
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<td>77,633.50</td>
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<td>110,011.89</td>
<td>8,000.44</td>
<td>116,011.89</td>
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<td>82,654.09</td>
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<tr>
<td>Step 13</td>
<td>85,164.38</td>
<td>7,806.57</td>
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<td>8,568.27</td>
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<td>Step 14</td>
<td>87,674.67</td>
<td>8,102.18</td>
<td>128,011.89</td>
<td>8,870.70</td>
<td>134,011.89</td>
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<tr>
<td>Step 15</td>
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<td>8,408.00</td>
<td>134,011.89</td>
<td>9,182.50</td>
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<tr>
<td>Step 16</td>
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<td>8,714.99</td>
<td>140,011.89</td>
<td>9,504.70</td>
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<tr>
<td>Step 17</td>
<td>95,205.54</td>
<td>9,022.00</td>
<td>146,011.89</td>
<td>9,837.30</td>
<td>152,011.89</td>
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<tr>
<td>Step 18</td>
<td>97,715.83</td>
<td>9,330.18</td>
<td>152,011.89</td>
<td>10,180.30</td>
<td>158,011.89</td>
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<tr>
<td>Step 19</td>
<td>100,226.12</td>
<td>9,638.50</td>
<td>158,011.89</td>
<td>10,533.60</td>
<td>164,011.89</td>
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<tr>
<td>Step 20</td>
<td>102,736.41</td>
<td>9,947.00</td>
<td>164,011.89</td>
<td>10,897.20</td>
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<tr>
<td>Step 21</td>
<td>105,246.70</td>
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<td>107,757.00</td>
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<td>110,267.30</td>
<td>10,876.50</td>
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<td>112,777.60</td>
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</tbody>
</table>

*A stipend of $1,332.13 shall be paid to any faculty member in grade G who has an earned Doctorate.

District/PFF Agreement
Board Ratified 10/08/13

138
Academic Salary Schedule: Eleven-Month (11-Month)

For Fiscal Year 2013-2014

<table>
<thead>
<tr>
<th>Grade B</th>
<th>Grade C</th>
<th>Grade D</th>
<th>Grade E</th>
<th>Grade F</th>
<th>Grade G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>Monthly</td>
<td>Annual</td>
<td>Monthly</td>
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<td>Annual</td>
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*A stipend of $1,332.13 shall be paid to any faculty member in grade G who has an earned Doctorate.*
### Academic Overload Salary Schedule: Instructional Assignment

For Fiscal Year 2013-2014

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District/PFF Agreement
Board Ratified 10/08/13

Rate Change of 3%; GB Approved 10.08.13
Fiscal Year 2013-2014
## Academic Overload Salary Schedule: Non Instructional Assignment

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Child Development Center Teachers Salary Schedule  
(for permanent and hourly teachers)  
For Fiscal Year 2013-2014  

Child Development Center: Part Time Teachers  
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Fiscal Year 2013-2014

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<td>13.39</td>
<td>22.57</td>
<td>24.99</td>
<td>27.73</td>
<td>29.56</td>
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<td>13.39</td>
<td>22.67</td>
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<td>Step 14</td>
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<td>22.77</td>
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<td>29.77</td>
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<td>29.87</td>
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<td>23.08</td>
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<td>30.08</td>
<td>34.63</td>
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<td>23.19</td>
<td>25.61</td>
<td>28.35</td>
<td>30.18</td>
<td>34.73</td>
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<td>28.45</td>
<td>30.28</td>
<td>34.83</td>
<td>39.41</td>
</tr>
</tbody>
</table>

Grades A and B step advances evaluated every Fall and Spring semester based on each 475 hours worked, without a break in service. A break in service is 3 semesters without an assignment. 
Grades A and B are not eligible for COLA and/or Growth. 
Grades C1 - F step advances evaluated every Fall and Spring semester based on each 1895 hours worked.
APPENDIX H – PART-TIME FACULTY OFFICE HOURS

Part-Time Faculty
Voluntary Office Hours Verification

<table>
<thead>
<tr>
<th>Name:</th>
<th>Employee ID #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>List Courses</th>
<th>Identify Office Hours per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course #</td>
<td>Class #</td>
</tr>
<tr>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>(Example) Math6</td>
<td>T1050</td>
</tr>
</tbody>
</table>

*TOTAL OFFICE HOURS TO BE PAID:*

*Maximum: one office hour per semester for each 3 units taught; maximum of 3 office hours per semester

I certify that I have held office hours and met with students at the dates and times listed above.

Employee Signature __________________________ Date ____________
Chair/Director Signature ______________________ Date ____________
Dean’s Signature ____________________________ Date ____________

Submitting Guidelines / Deadlines

(The Deadlines Strictly Adhered To)

The Following Deadlines posted at: http://www.palomar.edu/hr/Personnel/pffaculty.htm
1) Submit to Department Office for Verification of Hours by: (Fall) and (Spring)
2) Department Office submit to Division Office for Dean’s Signature by: (Fall) and (Spring)
3) Division Office submit to Payroll by: (Fall) and (Spring)
4) Contact Department or Division Office with Questions

Faculty Contract 15.4.8 • Part-Time Faculty Office Hours

Instructional part-time faculty members will be compensated for office hours earned in Fall and Spring semesters only, according to the following criteria:

a) One (1) office hour per semester for faculty members teaching three (3) or fewer credit units.
b) Two (2) office hours per semester for faculty members teaching four to six (4-6) credit units.
c) Three (3) office hours per semester for faculty members teaching seven to nine (7-9) credit units.
d) Office hours shall be compensated at forty-five dollars ($45.00) per hour.

e) Participating part-time faculty shall provide written certification of office hours served on the appropriate District form.
f) Part-time faculty participation is voluntary.

Office hours shall be paid in the last paycheck for the semester in which the hours were earned.
DOMESTIC PARTNER ELIGIBILITY

Who Is Eligible

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

RETIREMENT HEALTH AND DENTAL PLANS

GROUP I

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

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

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

Options:

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

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

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

2. If the retiree is not eligible for parts A and B of Medicare, the District will provide payment for health insurance, not to exceed fifty percent (50%) of the annual super composite rate of the District-sponsored self-funded plan premium.

GROUP II

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

a) Hired prior to March 1, 1994, who retire at age 55 or above (STRS participants) and have been employed at Palomar College for ten (10) years, but less than twenty (20) years; or

b) Hired on or after March 1, 1994, who retire at age 55 or above (STRS participants) and who have been employed at Palomar College for ten (10) years or more, will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents in effect on the date the employee retires until the retiree has reached the age of 65. These benefits will be fully employer-paid.

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

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

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

GROUP III

Employees who terminate with less than ten (10) years of employment at Palomar College are not entitled to District-paid retirement health benefits. However, under current legislation, they are entitled to purchase, at their own expense, health and dental insurance (at group rates plus a small administrative fee) for a specified period of time (see COBRA below).
Opt-Out Provision
Retirees with duplicate coverage from another non-District employer may choose to opt out of District health coverage, in exchange for which they will receive a stipend of $2,400 annually. Retirees will be able to opt-out only during the annual open enrollment period, and will not be allowed to opt-in to District coverage 1) for a period of one year, or 2) unless a qualifying life event (i.e., marriage, divorce, birth/death of a dependent, loss of student status for dependent, and/or loss of coverage from the other source) takes place. Retirees who opt out shall be required to provide the District with proof of medical coverage from another source. Retirees who are covered under a District plan by a spouse or domestic partner will not be allowed to opt out.

COBRA
CONTINUATION HEALTH AND DENTAL BENEFIT COVERAGE

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

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

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

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

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

f) The date a divorced or widowed spouse remarries and becomes covered under another group health plan.
APPENDIX K – EVALUATIONS CHECKLISTS

Evaluation forms for full-time faculty, part-time faculty, and child development center teachers are located at the following URL:
http://www2.palomar.edu/pages/tenureandevaluations/

PART-TIME FACULTY (Teaching, Counseling, Library)
Updated Fall 2013

| PART-TIME FACULTY REVIEW CHECKLIST
FOR EVALUATION PACKET |

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Part-time Evaluation Review Report: __________

Chair Supplemental Form: __________

Classroom/Workplace Observation: __________

Student Evaluations: __________

Evaluator Signature: __________

Evaluator Signature: __________

The TERB office will obtain the Division Dean’s signature.

All Forms can be found on the TERB website at:
http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose from the appropriate Part-time Faculty type.
PEER REVIEW COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

**Peer Evaluation Review Report**: 

**Self-Evaluation Form**: 

**Professional Development Contract**: 

**Student Evaluations**: 

**Peer Evaluation Options**: 
- Classroom Observation
- Counselor Observation
- Workplace Observation
- (or alternate, when approved by TERB)

**Committee Members' Signatures**: 

**Evaluatee Signature**: 

The TERB office will obtain signatures from the Division Dean and the appropriate Vice President.

After all signatures are received, the faculty member being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.

All forms can be found on the TERB website at: [http://www.palomar.edu/tenureandevaluations/](http://www.palomar.edu/tenureandevaluations/)

Click on Evaluations Forms and choose from the appropriate Tenured Faculty type.
PROBATIONARY TEACHING FACULTY
Updated Fall 2013

TENURE EVALUATION COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Tenure & Evaluations Review Report: ______

Self-Evaluation Form: ______

Professional Development Contract: ______

Student Evaluations: ______

3 Class Observation Forms ______

A Free-Form Letter Written by the Dept Chair: ______
(The chair cannot delegate this letter.) The letter references the Standards of Performance for faculty.

Syllabi, Exams, etc. (sample) ______

Committee Members’ Signatures on Final Report: ______

Evaluator’s Signature on Final Report: ______

Report Sent to the Tenure & Evaluations Coordinator ______

All forms can be found on the TERB website at: http://www.palomar.edu/tenureadevaluations/
Click on Evaluations Forms and choose from the appropriate Probationary faculty type.
COUNSELOR TENURE REVIEW COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Counselor Tenure & Evaluations Review Report:

Self-Evaluation Form:

Professional Development Contract:

Student Evaluations:

3 Counseling Observation Forms:

A Free-Form Letter Written by the Dept Chair:
This letter cannot be delegated. (The letter references the standards of performance for counselors.)

Syllabi, Exams, etc: (if applicable)

Evaluation Meeting Confirmation:

Committee Members’ Signatures on Final Report:

Evaluatee’s Signature on Final Report:

Report Sent to the Tenure & Evaluations Coordinator

All forms can be found on the TERB website at:
http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose from the appropriate Probationary faculty type.
LIBRARIAN TENURE REVIEW COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Tenure Evaluation Review Report: ______

Self-Evaluation Form: ______

Professional Development Contract: ______

Student Evaluations: ______

3 Workplace Observation Forms: ______

A Free Form Letter Written by the Dept Chair: ______
This letter cannot be delegated. (It references the Standards of Performance for Librarians.)

Syllabi, Exams, etc.: (if applicable) ______

Evaluation Meeting Confirmation: ______

Committee Members' Signatures on Final Report: ______

Evaluee's Signature on Final Report: ______

Report sent to the Tenure & Evaluation Coordinator: ______

All forms can be found on the TERB website at: http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose from the appropriate Probationary Faculty type.
Permanent Teacher, CHDEV
Updated Fall 2013

CHILD DEVELOPMENT CENTER
PERMANENT EMPLOYEE COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Permanent Teacher Evaluation Report: __________

Self-Evaluation Form: __________

Professional Development Contract: __________

Classroom Observation and ECERS or ITERS: __________

Parent-Staff Survey: __________

Committee Members’ Signatures: __________

Evaluee Signature: __________

The Tenure & Evaluations Office (TERB) will obtain signatures from the Division Dean.

After all signatures are received the Teacher/Coordinator being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.

All Forms can be found on the TERB website at:
http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose the appropriate category.
Probationary Teacher, CHDEV
Updated Fall 2013

CHILD DEVELOPMENT CENTER
PROBATIONARY EMPLOYEE COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Probationary Teacher Review Report:

Self-Evaluation Form:

Professional Development Contract:

Classroom Observation and ECERS or ITERS:

Parent-Staff Survey:

Committee Members' Signatures:

Evaluatee Signature:

The Tenure & Evaluations Office (TERB) will obtain signatures from the Division Dean.

After all signatures are received the Teacher/Coordinator being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.

All Forms can be found on the TERB website at:
http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose the appropriate category.
CHILD DEVELOPMENT CENTER
PERMANENT EMPLOYEE COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Permanent Coordinator Evaluation Report: ______

Self-Evaluation Form: ______

Professional Development Contract: ______

ECERS or ITERS (Parents and Staff section only): ______

Supervisor Evaluation: ______

Parent-Staff Survey: ______

Committee Members’ Signatures: ______

Evaluee Signature: ______

The Tenure & Evaluations Office (TERB) will obtain signatures from the Division Dean.

After all signatures are received the Teacher/Coordinator being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.

All Forms can be found on the TERB website at:
http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose the appropriate category.
Probationary Coordinator, CHDEV
Updated Fall 2013

CHILD DEVELOPMENT CENTER
PROBATIONARY EMPLOYEE COMMITTEE CHECKLIST
FOR EVALUATION PACKET

Committee Chairperson -- please check each item when completed, and please include all of the items listed before submitting the evaluation packet to the Tenure and Evaluations Coordinator.

Probationary Coordinator Review Report:  
  
Self-Evaluation Form:  
  
Professional Development Contract:  
  
ECERS or ITERS (Parents and Staff section only):  
  
Supervisor Evaluation:  
  
Parent-Staff Survey:  
  
Committee Members' Signatures:  
  
Evallee Signature:  
  
*The Tenure & Evaluations Office (TERB) will obtain signatures from the Division Dean.*

After all signatures are received the Teacher/Coordinator being evaluated will be contacted and asked to come to the TERB office to provide a second signature and receive a copy of the evaluation.

All forms can be found on the TERB website at: http://www.palomar.edu/tenureandevaluations/
Click on Evaluations Forms and choose the appropriate category.
APPENDIX L – CHILD DEVELOPMENT CENTER TEACHERS

1. INTRODUCTION

1.1 Palomar College academic employees employed to deliver early childhood education in the college’s child development centers shall hereinafter be known as Child Development Center (CHDEV) Teachers, Master Teachers, Site Supervisors, and Center Coordinators (herein after known as “CHDEV Teachers” or “employees”).

1.2 Articles 1-3,5-7,11,13,14,16,19, 21-23,25, and 26 shall apply to all CHDEV Teachers; all other Articles do not apply to CHDEV Teachers.

2. WORKLOAD

2.1 The work year for full-time CHDEV Teachers shall be one of the following:

2.1.1 12 month assignment consisting of a minimum of two hundred thirty-five (235) and no more than two hundred forty (240) work days per year.

2.1.2 11 month assignment consisting of a minimum of two hundred and fifteen (215) days and a maximum of two hundred and twenty (220) work days per year.

2.1.3 10 month assignments shall consist of a minimum of one hundred and ninety-five (195) days and a maximum of two hundred (200) work days per year.

3. EMPLOYMENT STATUS, WORKWEEK

3.1 CHDEV Teachers are exempt from the overtime provisions of the Fair Labor Standards Act and do not receive overtime or overload pay.

3.2 Regular Full-Time Employee

3.2.1 The Center may employ Regular Full-Time and Part-Time CHDEV Teachers under provisions set forth in Section 8366 of the California Education Code. Each person employed by the Palomar College Child Development Center shall be deemed to be employed in a position requiring certification qualifications EC 8366.

3.2.2 The Center may employ individuals who are hired for a limited or specific period of time to fill in for an employee. These employees are not eligible for employee benefits.
3.3 Workweek

The normal workweek for any full-time CHDEV Teacher shall consist of forty (40) hours per week Monday-Friday.

4. BENEFITS

4.1 The District shall maintain the benefits programs (in terms of service levels) in place as of January 1, 2001, and shall continue to pay the full cost of benefits for all full-time CHDEV Teachers, retirees and eligible dependents. These benefit programs include medical, dental, vision, long term care, life insurance and long-term disability. Any increases in costs to maintain the current level of service shall be borne by the District throughout the duration of the Agreement. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control these costs.

4.2 Emeritus CHDEV Teacher Benefits

4.2.1 Emeritus CHDEV Teachers are selected by the Faculty Senate of Palomar College and shall be entitled to the following benefits at no cost to the retiree:

- Library borrowing privileges
- Staff parking pass
- Athletic event pass
- Staff discount for performing arts events
- E-mail account

5. LEAVES

5.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable laws. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

5.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

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

5.3 Sick Leave (Education Code §87781)

5.3.1 Each academic year, every CHDEV Teacher employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every CHDEV Teacher employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (11) days leave of absence for illness or injury. Every CHDEV Teacher employed five (5) days a week by the District and twelve (12) months per year (full-time) shall be entitled to twelve (12) days leave of absence for illness or injury. The entitlement to ten (10), eleven (11), or twelve (12) days, respectively, shall be considered as fully accrued on the first day the CHDEV Teacher is required to report for duty for the academic year. Whenever a full-time CHDEV Teacher is absent during the regular school year due to illness or injury, the CHDEV Teacher’s accumulated sick leave shall be charged one hour for each hour absent excluding District holidays.

5.3.2 A CHDEV Teacher employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional amount of leave of absence for illness or injury; accumulated sick leave shall be charged one hour for each hour absent. Part-time (NOHE) CHDEV Teachers shall be credited 0.056 hours of sick leave for each hour of service scheduled.

5.3.3 Credit for leave of absence need not be accrued prior to taking such a leave by the CHDEV Teacher and such leave of absence may be taken at any time during the school year. If such CHDEV Teacher does not take the full amount of leave allowed in any school year
under this provision, the amount not taken shall be accumulated from year to year.

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

5.4.1 During each school year, when a CHDEV Teacher has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

5.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any CHDEV Teacher employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the CHDEV Teacher employed less than five (5) days per week is entitled. A CHDEV Teacher shall not be provided more than one (1) five-month period per illness or accident. However, if a school fiscal year terminates before the five-month period is exhausted; the CHDEV Teacher may take the balance of the five-month period in the subsequent fiscal year, so long as it is for the same illness or injury.

5.5 Pregnancy Disability Leave (Education Code §87766)

5.5.1 A CHDEV Teacher may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the CHDEV Teacher shall resume duties, shall be determined by the CHDEV Teacher and the CHDEV Teacher’s physician.

5.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

5.5.3 This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy,
miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

5.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

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

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787 and California State statutes regarding Industrial accident and Illness Leaves.

5.7 Personal Necessity Leave (Education Code §87784)

5.7.1 A CHDEV Teacher may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year. For purposes of this provision, “personal necessity” is defined as:

5.7.1.1 Death or serious illness of a member of the employee’s immediate family.

5.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee’s immediate family.

5.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee’s working hours.

5.7.1.4 Observance of a religious holiday.

5.7.1.5 Matters of compelling personal importance or personal business as defined below.

5.7.1.5.1 The term “personal business” includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory
meeting or conference, or to engage in any concerted activity against the District.

5.7.1.5.2 When circumstances reasonably permit, the CHDEV Teacher must give five (5) business days prior notice to the Child Development Coordinator of the Child Development Center

5.8 Labor Code §233 Leave

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

5.9 Bereavement Leave (Education Code §87788).

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

5.10 Jury Duty Leave (Education Code §87035)

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

5.11 Family Care and Medical Leave

5.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.
5.11.2 Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:

a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;

b) To care for the employee’s spouse, child or parent with a serious health condition; or

c) If an employee has a serious health condition that makes the employee unable to perform his or her job.

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

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

5.11.5 Definitions

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

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

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

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

5.11.5.5 “Employment in the same position” means employment in the position which the employee held prior to taking a family care and medical leave.

5.11.5.6 “Employment in an equivalent position” means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

5.11.5.7 “Group health plan” means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

5.11.5.8 “Health care provider” means an individual:

a) Holding a physician’s and surgeon’s certificate or an osteopathic physician’s and surgeon’s certificate; or

b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

c) Who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

5.11.5.9 “Industrial Accident and Illness” means a work-related injury or illness.

5.11.5.10 “Intermittent Leave” means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.
5.11.5.11 “Parent” means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood in loco parentis to an employee when the employee was a child.

5.11.5.12 “Reduced Leave Schedule” means a leave schedule that reduces an employee’s usual number of working hours per day or per week.

5.11.5.13 “Serious health condition” means an illness, injury, impairment, or physical or mental condition which involves either of the following:

a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or

b) Continuing treatment or continuing supervision by a health care provider.

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

5.11.5.15 “Spouse” means a husband, wife, or domestic partner according to California law.

5.11.5.16 “Members of the immediate family” means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

5.11.5.17 “Domestic partner” for purposes of this Article shall have the same meaning as that definition in Appendix D. The requirements to establish a “domestic relationship” are contained in state law and also in Appendix D.

5.11.6 Eligibility for Family Care and Medical Leave

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

5.11.7 Right to Family Care and Medical Leave

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

5.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.

5.11.8 Requests for Family Care and Medical Leave

5.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days’ written notice is required.

5.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

5.11.8.3 If the employee’s need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a
serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the CHDEV Teacher and the District agree in writing to a shorter notice.

5.11.9 Certification of Serious Health Condition from Health Care Provider

5.11.9.1 If the employee is requesting the leave to care for self, child, spouse, or parent with a serious health condition, the District may require certification of the serious medical condition by the individual’s health care provider. The certification shall include:

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

b) The probable duration of the condition;

c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and

d) A statement that the serious health condition warrants the participation of the employee to provide care for the self, child, spouse, or parent.

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

5.11.9.3 If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.
5.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District’s choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

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

5.11.10 Right to Reinstatement

5.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee’s use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

5.11.11 Intermittent or Reduced Schedule Leave

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

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

5.11.12 Additional Terms of Family Care and Medical Leave

5.11.12.1 Family care and medical leave taken pursuant to these provisions is unpaid leave. However, an eligible employee may elect, or the District may require the employee to substitute accrued paid sick leave, differential pay sick leave (Extended Sick Leave, Section 5.4) or other paid leave used for the employee’s own serious health condition or caring for the employee’s spouse/registered domestic partner, son, daughter, or parent for their serious health condition for any part of the twelve-week (12-week) period. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

5.11.12.2 In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee may elect, or the District may require the employee, to use any available differential pay sick leave during the period of the family care and medical leave.

5.11.12.3 Because family care and medical leave is limited to duration of twelve (12) work weeks.

5.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work
weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.

5.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, “retirement plans”) and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

5.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of “time accrued” under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward “time accrued” under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.

5.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.

5.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.
5.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

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

5.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

5.11.13.3 The employee may also elect, or the District may require the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Nothing in these provisions shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

5.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.
5.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

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

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

5.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

5.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

5.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines.
by making monthly payments to the District for the amount of the relevant premium.

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

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

5.13 Catastrophic Leave

5.13.1 General Provisions

5.13.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time CHDEV teachers as authorized by Section 87045 of the California Education Code.

5.13.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

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

5.13.1.4 A sick leave day donated by a full-time CHDEV Teacher is equivalent to eight (8) hours. Sick leave is donated by part-time CHDEV Teacher in hours.

5.13.2 Donations

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

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

5.13.2.3 Donations of sick leave shall be voluntary.

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

5.13.2.5 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

5.13.2.6 CHDEV Teachers may donate sick leave to the CLB at any time.

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

5.13.3 Withdrawal Guidelines

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

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

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

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

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

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

5.13.3.7 A CHDEV Teacher using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
5.13.3.8 A full-time CHDEV Teacher shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time CHDEV Teacher shall not draw more than their assigned hours during each week of catastrophic illness or injury.

5.13.3.9 Withdrawals from the CLB shall be terminated whenever:

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

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

5.13.4 Withdrawal Procedure

5.13.4.1 CHDEV Teachers may withdraw sick leave from the CLB when all of the following requirements are met:

• A physician certifies that the applicant or immediate family member is disabled by illness or injury
• If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her CHDEV Teacher assignment
• If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.
• The physician certifies that the disability is expected to continue for more than thirty (30) days

• The CHDEV Teacher (or his/her authorized agent) submits an application on the CLB Withdrawal Form

• The CHDEV Teacher’s application is approved by the Catastrophic Leave Bank Committee.

5.13.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

5.13.4.3 The certifying physician shall state the CHDEV Teacher’s degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the CHDEV Teacher is able to perform his/her essential duties. The CLB Committee may determine that the CHDEV Teacher is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

5.13.5 Privacy Rights

5.13.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.

5.13.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the CHDEV Teacher’s health or condition, except as authorized by the CHDEV Teacher or his/her agent.

5.13.6 Agent for the CHDEV Teacher

5.13.6.1 If the treating physician certifies that the CHDEV Teacher’s disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the CHDEV Teacher may act as the CHDEV Teacher’s agent (see Appendix D for definition of “domestic partner”), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health District purposes granted by the CHDEV Teacher may act on the CHDEV Teacher’s behalf.
5.14 Vacation Leave

Child Development Center employees who work a regular full-time assignment of forty (40) hours per week shall accrue paid vacation according to the following schedule:

1 year service 5 days per year
2-4 years service 10 days per year
5-10 years service 15 days per year
10+ years service 20 days per year

5.14.1 Vacation days are earned beginning with the employee's initial date of hire as a contract employee.

5.14.2 Vacation days earned and not used may be accumulated up to a maximum of two times the employee’s annual leave accrual that may be carried over from year to year.

5.14.3 Upon termination, retirement, or resignation from the Center, employees shall be paid for all unused vacation time at their current salary rate.

5.14.4 Employees are not entitled to accrue vacation while on leave without pay, during a break in service, or after the last day service is performed.

5.14.5 Vacation leaves must be arranged and approved by the Center Coordinator at least two (2) weeks prior. No two employees per building may take vacation leave at the same time. Employees will arrange vacation leave on the Center Vacation Calendar, which is on a "first come, first served" basis.

5.14.6 Approval of vacation schedules may be rescinded at the discretion of the Center Coordinator.

5.14.7 All vacation time will be credited to the employee as it is earned.

15.15 Center Breaks

15.15.1 The Child Development Center will be closed during the two weeks of winter break (closed dates will vary from year to year), and one week during the District’s spring break.
15.16 Breaks

15.16.1 One paid fifteen-minute break is allowed for each four-hour work period. Two daily break periods may not be combined nor missed and then added to the lunch period unless prior approval from the Site supervisor and/or Coordinator has been obtained.

15.16.2 An unpaid lunch break of either 30 or 60 minutes must be taken by an employee who works more than six (6) hours per day. The Site Supervisor and/or Coordinator will schedule lunch breaks.

15.17 State Teachers' Retirement System (“STRS”)

15.17.1 All regular full-time CHDEV Teachers will participate in STRS. The amount of deductions from the employees' monthly paycheck are regulated by STRS. The Center is required to contribute to each employees retirement account. The District also regulates this deduction.

16. CHILD DEVELOPMENT CENTER TEACHER’S CODE OF CONDUCT and TERMINATION POLICIES

Center certificated employees may be terminated from the Center and the District per Education Code Sections 87732 and 87740.

16.1.1 Child Development Center Employee’s Code of Conduct

a. Each employee is required to perform all listed duties and responsibilities contained in applicable Board policies, the applicable job description and applicable law.

b. Each employee shall follow all lawful directives from the Site Supervisor or Center Coordinator, the Dean, the Superintendent/President or designee, and the Board. Each employee is required to follow all such directives unless they necessarily place the employee, another employee or a student in an unsafe or dangerous condition; or they necessarily require the violation of applicable law.

Each employee shall adhere to relevant working conditions, the employee’s assignment, including any rules or regulations regarding discipline, established by a collective bargaining agreement, the Board, the
Superintendent/President or designee the Center Coordinator or Site Supervisor, or the Dean.

c. Each employee shall adhere to all applicable federal and state law, including the law covering the operations of the District, the educational program of the District, the rights of students, the rights of employees, and the rights of parents and the public.

d. The District is an equal employment opportunity employer, which complies with all applicable federal and state non-discrimination laws. The District does not tolerate the violation of such laws by any employee. The District also does not tolerate illegal sexual harassment or any other illegal harassment by an employee.

e. The District is committed to all applicable laws concerning equal educational opportunity for all the students in the district. The District does not tolerate the violation of such laws by any employee.

f. Each employee is prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. Each employee must notify the Superintendent/President in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or facility of this District. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.

g. No employee shall be under the influence of alcohol or a controlled substance while the employee is acting within the scope of employment. The use of drugs under and consistent with the directions of a physician which does not unreasonably impair the performance of an employee is not prohibited. An employee may use prescribed drugs while acting within the scope of employment as long as such use is under and consistent with the directions of a physician and such use does not unreasonably impair the performance of the employee.
h. Each employee shall report any unsafe condition or illegal activity to the employee’s immediate supervisor as soon as possible after discovering the unsafe condition or illegal activity. The District does not tolerate the observance of illegal activity without reporting it as soon as possible to a representative of the District.

i. No employee shall receive or accept any commission, expense-paid trips, or anything of value from individuals or companies selling equipment or materials to the District.

j. The District requires each employee to adhere to the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164-11174.3). Each employee who has knowledge of or observes a child in the employee’s professional capacity or within the scope of employment when the employee knows or reasonably suspects that a child has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone. Additionally, the employee is required to notify the site supervisor and/or the Center Coordinator each time an incident is reported to the child protective agency. Each employee then shall prepare and send a written report to the child protective agency within 36 hours of receiving the information concerning the incident.

k. No employee shall inflict, or cause to be inflicted, corporal punishment upon a student. The term “corporal punishment” means the same as it is defined by Education Code Section 49001. Each employee is required to adhere to Education Code Section 49000 and 49001, which prohibit corporal punishment.

l. No employee shall release confidential information involving another employee or a student to a parent or any other member of the public unless expressly authorized by applicable law, the Superintendent/President or designee, or the Board. Each employee is
required to adhere to all applicable laws protecting the privacy rights of employees and students.

m. No employee shall smoke at any workplace or facility of the District, or when acting within the scope of employment. Board Policy 3570 prohibits such smoking.

n. Each employee will serve the children, parents, the Center, and each other with efficiency, impartiality, courtesy, confidentiality, and respect. Employees should be sensitive to conduct that may be considered offensive to others and avoid such actions. Abusing the dignity of anyone through sexist or racial slurs, derogatory commentary concerning race, economic level or the like will be grounds for immediate action on the part of the Center. Unwelcome, unwanted, or offensive physical or verbal advances, intimidation, or remarks will not be tolerated.

o. Dress Code: The State Department of Education guidelines require the employment of professional employees. The way an employee dresses reflects on the way parents and the community perceives the Center. Jogging shorts, short shorts, tube or halter-tops, midriff or low cut tops or dresses are not appropriate at work. The employee must wear clothing that is appropriate to sit on the floor and interact with the children. Violation of standard acceptable attire will be grounds for placement in the employee’s Performance Review.

16.2 Resignation/Retirement

Center employees who plan to resign or retire should do so with as much written notice to the Child Development Coordinators possible (a minimum of thirty (30) days is suggested whenever possible). The Coordinator and/or the Dean is authorized by the Governing Board to officially accept the resignation of the Center employee. Payment for service will be made up to and including the last day that service is performed.

16.3 Reduction Force

16.3.1 The District may layoff permanent (regular) and/or probationary (contract) CHDEV Teachers pursuant to Center budget constraints
and/or State Contracts. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.

16.3.2 The District will inform the Federation of any pending layoff of permanent or probationary Contract CHDEV Teachers so that the Federation may have a reasonable opportunity to provide any input regarding the District's decision to layoff.

16.3.3 The layoff of certificated employees who are Child Care Center CHDEV Teachers is governed by Education Code §8366, and the order of their layoff shall be determined by length of service. The employee who has served the shortest amount of time shall be laid off first, except that no permanent employee shall be laid off ahead of a probationary employee.

16.3.4 Re-employment rights of laid-off permanent or probationary Contract CHDEV Teachers are determined by relevant provisions of the Education Code.

16.3.5 A laid-off permanent or probationary Contract CHDEV Teacher may utilize any remaining personal necessity leaves days prior to the end of the school year for the purpose of attending interviews by prospective new employers.

16.3.6 A laid-off permanent or probationary Contract CHDEV Teacher who received paid health benefits prior to the layoff will continue to receive such paid benefits for an additional three (3) months after the effective date of the layoff.

16.4 Tardiness

- It is the Center's expectation that employees will arrive on time.
- An employee who arrives later than the required time without permission from the Coordinator and/or Site Supervisor will be considered tardy.
- An employee who expects to be late for work should call the Center to notify the Coordinator or Site Supervisor.

17. EVALUATIONS

17.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the CHDEV Teacher’s performance of his/her CHDEV Teacher assignment.
17.1.1 All evaluations shall be treated as confidential in accordance with Article 11.

17.1.2 CHDEV Teacher and administrative evaluators shall notify the evaluee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.

17.1.3 Every evaluee shall receive a signed copy of his/her evaluation.

17.1.4 A “business day” shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.

17.1.5 All final evaluation reports that rate a CHDEV Teacher’s overall performance shall use the terms High Professional Performance, Standard Professional Performance, Substandard Performance and Unsatisfactory.

17.1.6 The evaluators shall give comments and/or recommendations the weight they believe appropriate.

17.1.7 CHDEV Teacher review shall be the primary feature of the evaluation process.

17.1.8 Either the Dean or first level administrator or Vice President in charge of the evaluee’s discipline may submit comments and/or recommendations to the evaluator(s). Such comments and/or recommendations shall become an official part of the evaluation record.

17.1.9 Final evaluation reports for all CHDEV Teachers (regardless of status) shall be filed in the evaluee’s official personnel file in Human Resources. However, an evaluation document will not be entered or filed in a CHDEV Teacher’s personnel file until the CHDEV Teacher is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) business days for review and comment. A CHDEV Teacher will have the right to enter comments and have them attached to any such evaluation document. Substantial departures from the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found to
have prejudiced a fair and objective evaluation of the CHDEV Teacher's job performance.

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

17.2 Child Development Center Teachers

17.2.1 There are three parts to the Child Development Center (CDC) Teachers evaluations:

- In the first four-year probationary period, the CHDEV Teachers will be annually evaluated using the probationary evaluation forms found in Appendix K.
- After the probationary period, professional evaluations will be conducted every three years using the permanent evaluation forms found in Appendix K.
- In order to comply with State contracts, annual evaluations will be conducted during each year of service using the short form found in Appendix K. The evaluator will be the Coordinator of the Child Development Center and/or the Child Development Department Liaison or designee.

17.3 Probationary CHDEV Teacher

17.3.1 Probationary (Contract) CHDEV Teacher will be evaluated at least once in each of the four probationary academic years prior to November 1st of the academic year until they are granted permanent status or are released at any time prior to being granted permanent status.

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

- Coordinator of the Child Development Center (Committee Chair)
- Child Development Department Liaison or designee
- A CHDEV Teacher
- The Dean

17.3.3 A probationary CHDEV Teacher may challenge within ten (10) business days of appointment of the CHDEV Teacher assigned to the probationary CHDEV Teacher EC. The challenge must be in
writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the Tenure Evaluation Review Board (“TERB”) Coordinator within ten (10) business days of the appointment of the challenged CHDEV Teacher. The probationary CHDEV Teacher may also lodge a challenge within the first ten (10) business days of the fall semester during the second year of probationary service. The challenge may be granted by the TERB. If the challenge is denied, the TERB shall provide the challenger with reason(s) in writing for its decision.

17.3.4 The EC, within its discretion and under the coordination of the EC Chair, may hold meetings with or without the attendance of the evaluee. However, the EC shall meet with the evaluee on a regular basis to provide support and assistance, as needed, and to communicate any concerns the EC members may have about the evaluee’s job performance. The EC will review the evaluee’s work, will conduct the evaluation, and will prepare the Evaluation Report. The evaluee will cooperate fully with the EC and submit materials to it relevant to the evaluee’s assignment as requested by the EC Chair.

17.3.5 The EC’s evaluation of the evaluee and its preparation of the Evaluation Report is a flexible and careful process designed so that the probationary (contract) CHDEV Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluee’s work performance.

17.3.6 The role of the Evaluation Committee (EC) shall include mentoring, as well as evaluation of a CHDEV Teacher/Coordinator’s progress toward professional success.

17.3.7 In each academic year, the evaluation shall include observations by members of the EC and a written summary report reflecting the EC members’ observations.

17.3.8 The evaluation process is intended to contribute to the professional growth and success of probationary CHDEV Teacher. To that end, the parties establish the following remediation program.

17.3.8.1 A Remediation Plan shall be established when the CHDEV Teacher, in the spring semester of his/her first or second year of probationary service, receives all of the following:
• Receives and accepts a contract for continuing employment within the District
• Receives a “Rehire” recommendation by the EC
• Receives an evaluation of “Substandard Performance” in one or more areas

17.3.8.2 No later than March 1st, in the CHDEV Teacher’s first or second year of probationary service (as required above), the EC shall develop and submit the proposed Remediation Plan to the Division Dean. After meeting with the EC and the probationary CHDEV Teacher to discuss the plan, the TERB shall either approve the plan or remand it to the EC for revision. Any revised plan shall receive the approval of the TERB before it is implemented.

17.3.8.3 The Remediation Plan shall include each of the following:

• Activities (e.g., course work, observation of other CHDEV Teacher/Coordinator, teaching strategies or techniques, etc.) to be performed by the probationary CHDEV Teacher/Coordinator.
• Mentoring activities to be provided for the probationary CHDEV Teacher/Coordinator.
• Criteria for measuring progress toward satisfactory performance in the area(s) of concern
• Standards for determining if the progress is sufficient to merit a subsequent evaluation of “Standard Professional Performance” or better in the area(s) of concern.

17.3.9 The EC shall determine the adequacy of the progress demonstrated by the probationary CHDEV Teacher/Coordinator under the Remediation Plan.

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

17.4 Permanent CHDEV Teachers

17.4.1 Permanent (regular) CHDEV Teachers will be evaluated at least once in every three (3) academic years.
17.4.2 A Peer Review Committee (PRC) will be established for each permanent (regular) CHDEV Teacher at least once in every three (3) years, to include the following employees:

- the Coordinator of the Child Development Center or the Child Development Department Liaison or designee
- CHDEV Teacher.

17.4.3 The permanent CHDEV Teacher may challenge within ten (10) business days of appointment either (or both) of the two (2) members comprising the CHDEV Teacher’s PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) business days of the appointment of the challenged member(s). The challenge may be granted by the TERB. If the TERB denies the challenge, the TERB shall provide the challenger with reason(s) in writing for denying the challenge.

17.4.4 The PRC, within its discretion and under the coordination of the PRC Chair, may hold meetings with or without the attendance or participation of the evaluee. However, the PRC shall meet with the evaluee on a regular basis to provide support and assistance and to communicate any concerns the PRC members may have about the evaluee’s job performance. The PRC will review the evaluee’s work, conduct observations of the evaluee’s work, conduct the evaluation, and prepare the evaluation report. The evaluee will cooperate fully with the PRC and submit materials to it relevant to the evaluee’s assignment as requested by the PRC Chair.

17.4.5 The PRC’s evaluation of the evaluee and its preparation of the evaluation report is a flexible and careful process designed so that the permanent (regular) CHDEV Teacher maintains a standard of excellence. The evaluation should be a careful and comprehensive scrutiny of the evaluee’s work performance. Any evaluation calendar established by the PRC will be advisory only.

17.4.6 The evaluation report and recommendations by the PRC with regard to any program of improvement shall be sent to the TERB Coordinator. The TERB will review them to ensure they are complete and that evaluation procedures have been properly followed. If the latter conditions are met, the TERB shall transmit
them with any comments and recommendations by the PRC to the appropriate Vice President for the evaluatee’s discipline.

17.4.7 A permanent CHDEV Teacher who receives an overall substandard rating shall be evaluated in each subsequent semester and shall commence a program of improvement (not to exceed two (2) years) under the direction of the PRC and the TERB. When a Standard Professional Performance rating (or higher) is earned, the CHDEV Teacher/Coordinator shall return to the three-year (3-year) evaluation cycle. If, after two (2) years in the program of improvement, a rating of Standard Professional Performance (or higher) is not earned, the appropriate Vice President for the evaluatee’s discipline may, in consultation with the TERB, recommend a continued program of improvement or refer the matter to the Superintendent/President.

17.4.8 The Governing Board makes the final decision on the continuing employment for all permanent CHDEV Teachers subject to the review procedure in state law.

17.4.9 In order to comply with State contracts, annual evaluations will be conducted during each year of service using the short form found in Appendix K. The evaluator will be the Coordinator of the Child Development Center or designee.

17.5 Promotions

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

17.5.2 In order to be eligible for consideration for promotion, an employee must meet all minimum qualifications established for the position and must apply in writing within the time allowed to Human Resource Services.

17.5.3 Management retains the right to make all hiring decisions as well as determining if a position vacancy shall be advertised publicly.

18. COMPENSATION

18.1 Salary Schedule Credit
18.1.1 District Funding for Continuing Education

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

18.2 Full-Time CHDEV Teacher Compensation

18.2.1 Payroll Deductions

The District will deduct required payments to the PFF and shall allow payroll deductions for deposits to the credit union or other agencies approved by the Governing Board or contributions to the Union or United Way/CHAD or other agencies approved by the Governing Board.

18.2.2 Tax-Sheltered Annuity Programs

The District shall maintain the tax-sheltered annuity program in place on January 1, 2001. The District shall provide copies of the program to CHDEV Teachers upon request. The minimum contribution shall be two hundred dollars ($200.00) per year for CHDEV Teachers entering tax-sheltered programs. The District shall not withhold federal and state income taxes on that part of the current salary invested in the tax shelter. Each CHDEV Teacher shall be allowed to make one (1) or more agreements each year up to the limit allowed by law. Any agreement shall be terminated upon the request of the CHDEV Teacher.

18.2.3 Payroll Process

Except if modified by this agreement, all payroll processes in effect on January 1, 2001, shall remain in place. Full-time CHDEV Teachers may opt to be paid the same salary over twelve (12) months.

18.2.4 Salary Schedules

CHDEV Teachers shall be paid in accordance with the existing Child Development Teacher schedule.

18.2.4.1 The CHDEV Teacher salary schedule in effect on December 1, 2013 shall be increased by the full percentage of state-funded COLA plus 1.43% for a minimum of 3.0%, retroactive to July 1, 2013.
18.2.4.2 In the event that the projected apportionment or the funding of the apportionment falls below $88,806,902 in the year covered by this agreement, the parties agree to reopen negotiations.

18.2.5 Step Moves

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

18.2.6 Matrix Moves

All CHDEV Teachers shall receive step and column increases on their respective salary schedules.

18.2.7 Established Salary Schedules

CHDEV Teachers: Salary Schedule (for permanent and hourly Teachers):

See current Salary Matrix at the end of this Appendix.

18.3 Extra Duty Time Off

18.3.1 Extra Duty is defined to include any time worked with children in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.

18.3.2 A CHDEV Teacher may request extra duty time off for extra duty work. The Coordinator of the Child Development Center or the Dean must approve extra duty time off.

18.3.3 A Teacher may accrue no more than 240 hours of extra duty time.

19. PAYROLL

19.1 Time Cards

19.1.1 Exempt Regular Full-Time and Part-Time CHDEV Teachers are paid a monthly salary (or pro-rata portion thereof) and do not fill out a time card.

19.1.2 A Child Development Center Record of Absences is sent from the Payroll Department with the employee’s paycheck. The employee is to fill out this record and turn it in to their immediate supervisor (Site Supervisors or the Center Coordinator sign records for Master
Teachers, Teachers, Associate Teachers, and Assistants, and the Child Development Director Coordinator signs the records for the Site Supervisors) for signature by the first day of the month.

19.1.3 The Dean signs the Center Coordinator’s Record of Absence if there are any absences to report.

19.1.4 Hourly employees will fill out a time card for the exact hours worked each day. Falsification of time cards may result in discipline up to and including termination.

19.2 Pay Days

19.2.1 Exempt Regular Full-Time employees' paychecks are distributed once a month on the last day of the month.

19.2.2 Part-Time CHDEV Teachers paychecks are distributed on the 20th of the month. If any of the above days fall on a weekend, the employee is paid the Friday before as per District policy.

20. CONFIDENTIALITY POLICY

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

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

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

21. PROFESSIONAL DEVELOPMENT

21.1 In any academic year, there shall be five (5) professional development days for full-time CHDEV Teachers. Two of the professional development days will be determined by the Coordinator of the Child Development Center and/or the Child Development Department Liaison.

21.2 Each academic year, all CHDEV Teachers shall develop and submit an individual Professional Development Plan for review and approval by the Coordinator of the Child Development Center and/or the Child Development Department Liaison.
21.3 Appropriate activities for professional development are indicated in the Child Development Permit Professional Growth Manual created by the Commission on Teacher Credentialing (www.ctc.ca.gov).

21.4 If a CHDEV Teacher does not successfully complete the activities from her/his Professional Development Contract by June 30, the Coordinator of the Child Development Center and/or the Child Development Department Liaison will recommend to the Assistant Superintendent/Vice President for Human Resource Services that the CHDEV Teacher’s last paycheck for the year be reduced by an amount (in gross salary) proportionate to the activities not completed.

21.4.1 All CHDEV Teachers must maintain their permit which requires 105 hours of professional growth in a five-year (5-year) renewal period in accordance with the Commission on Teacher Credentialing.

22. WORKING CONDITIONS

22.1 Reimbursement for Personal Property

The District shall reimburse a CHDEV Teacher/Coordinator for any verified loss, damage, or destruction of a CHDEV Teacher’s personal property suffered through no fault of the District while the CHDEV Teacher was acting within the scope and course of employment. Reimbursement shall be subject to the following conditions:

22.1.1 The value of the personal property is more than fifty dollars ($50) and the CHDEV Teacher/Coordinator took reasonable precautionary steps to protect the personal property. The maximum reimbursement for the loss, damage or destruction of any item used without prior approval is seven hundred fifty dollars ($750).

22.1.2 Reimbursement for any vehicle is strictly limited to actual use during the CHDEV Teacher/Coordinator’s scope and course of employment and not while the vehicle is simply parked at a facility of the District.

22.1.3 The total reimbursement to all CHDEV Teachers in the bargaining unit for all verified loss, damage, or destruction of personal property in any fiscal year (July 1 through June 30) shall be strictly limited to twenty-five thousand dollars ($25,000).

22.1.4 A written request for reimbursement must be filed by the CHDEV Teacher with the District Business Office no later than thirty (30)
calendar days after the loss, damage or destruction of the CHDEV Teacher's personal property. The CHDEV Teacher shall submit evidence of the loss, damage, or destruction of the personal property, and the burden of proof in all cases shall be with the CHDEV Teacher seeking reimbursement.

22.1.5 Reimbursement for any verified loss, damage, or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the CHDEV Teacher. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, cellular telephones, personal data assistants, purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by CHDEV Teachers. Prior written approval is necessary for all computers and related equipment, VCRs, and related equipment. Prior written approval may be canceled at any time in writing by giving the CHDEV Teacher written notice seven (7) calendar days prior to the cancellation.

22.1.6 If a CHDEV Teacher receives any payment from an insurance carrier for any loss, damage, or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the CHDEV Teacher, the CHDEV Teacher shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation, and the CHDEV Teacher shall fully cooperate with the District in pursuing such rights.

22.1.7 These provisions shall not restrict a CHDEV Teacher from bringing personal property onto the property of the District at the CHDEV Teacher's own risk, and shall not restrict a CHDEV Teacher from using personal property at his/her own risk during the course and scope of employment.

22.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is
economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

23. MILEAGE AND PARKING REIMBURSEMENT

The District shall reimburse a CHDEV Teacher for mileage and parking fees only when the CHDEV Teacher must use his/her personal vehicle while acting within the scope and course of employment and prior approval was granted by the first-level administrator. Reimbursement shall be subject to the following conditions:

23.1 Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as reimbursable expense.

23.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.

23.3 In no case shall reimbursement be granted for mileage between the CHDEV Teacher’s residence and the District work locations of the CHDEV Teacher. Mileage reimbursement shall be made for trips within a single day between two (2) or more work sites of Palomar College when such travel is due to a split CHDEV Teacher assignment. First-level administrator must approve all mileage reimbursement requests.

23.4 When more than one (1) CHDEV Teacher must travel while acting within the scope and course of employment in performance of assigned duties, the minimum number of vehicles consistent with safety and economy must be used, and only the CHDEV Teacher(s) who must use a personal vehicle shall receive reimbursement.

24. REMOVAL OF DISTRICT EQUIPMENT

A CHDEV Teacher may remove District-owned equipment from the premises of the District or the location where the equipment normally is used by the District only when such equipment is necessary in the performance of assigned duties and when there is the prior written approval from the Dean or first-level educational administrator to whom the CHDEV Teacher reports. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the CHDEV Teacher will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

24.1 CHDEV Teacher Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all CHDEV Teachers at no charge on a first-
come/first-served basis and without any designated parking spots or areas. The Federation agrees that the District is not liable for vehicles owned or operated by CHDEV Teachers parked at District facilities, and the District is not liable for any personal property of CHDEV Teachers in vehicles owned or operated by them.

24.2 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, CHDEV Teachers shall not use District facilities, grounds, equipment, supplies, utilities, or vehicles for any personal profit-making or personal entrepreneurial purpose without the prior express written permission of the Assistant Superintendent/Vice President for Human Resource Services.

24.3 Office Space

The District shall provide full-time CHDEV Teacher with a lockable office, or a shared workroom, or classroom space equipped with a telephone, access to a shared computer, lockable files, desk and/or work table, chairs, bookshelves, and email/internet access. The office/classroom space shall meet the Chancellor’s Office standards. Bookshelves shall meet federal and state standards for earthquake safety.

24.4 Monitoring of Work Spaces and Communications

24.4.1 The District shall not monitor electronic transmissions for their content (e.g. view, confiscate, or copy any electronic file) unless required to do so under court order, legally enforceable subpoena, or other requirement of state or federal law. The District may monitor use patterns and costs in a bona fide criminal investigation.

24.4.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all CHDEV Teacher(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall include recording, photographing, observing and/or listening.

24.4.3 Neither this Section nor the associated procedures for its implementation shall be construed in any way to restrict Constitutional guarantees of free expression and the exchange of ideas.
24.5 Support Services

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

25. PROFESSIONAL RESPONSIBILITIES

25.1 Since the District is an equal employment opportunity institution and an equal educational opportunity institution, CHDEV Teachers shall comply with all equal employment opportunity and equal educational opportunity laws and regulations, and shall not engage in any conduct in violation of those laws and regulations, including sexual harassment of employees, employee applicants or visitors, or students.

25.2 CHDEV Teachers shall use District equipment, supplies, utilities, facilities, or vehicles only for purposes related to the performance of their duties, except for the brief and incidental use of such items during non-duty time that involves no cost to the District, or except as authorized by another specific provision of this Agreement.

25.3 CHDEV Teachers are expected to continue to develop their scholarly competence. CHDEV Teachers shall aspire to excellence.

25.4 CHDEV Teachers shall adhere to the highest academic standards.

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