

AGREEMENT BETWEEN
FEATHER RIVER FEDERATION OF TEACHERS AFT/CFT, AFL-CIO
AND
FEATHER RIVER COMMUNITY COLLEGE DISTRICT

JULY 1, 2016 - JUNE 30, 2019

TABLE OF CONTENTS

Article 1: Recognition	1
Article 2: Support of Agreement.....	1
Article 3: Effect of Agreement.....	1
Article 4: Academic Freedom	1
Article 5: Non-Discrimination	2
Article 6: Federation Rights	2
Article 7: Management Rights	5
Article 8: Maintenance of Operations	5
Article 9: Separability and Savings.....	6
Article 10: Off Campus Teaching Assignments.....	6
Article 11: Resignations	7
Article 12: Evaluation	7
Article 13: Tenure.....	13
Tenure Process.....	13
Tenure Evaluation.....	13
Guidelines for Evaluation by Evaluation Committee	15
Tenure Review Process.....	19
Criteria for Evaluation of Faculty for Tenure.....	21
Guidelines for Evaluation by the Tenure Review Committee	22
Timelines	23
Article 14: Safety Conditions of Employment.....	24
Article 15: Personnel Files	25
Article 16: Hours, Workload, Class Size	25
Academic Assignments/Teaching Faculty	25
Counselors	29
Directors	29
Coaches	29
Coaching Duties	30
Coaching Instructional Duties	31
Load and Pay Structure for Cooperative Work Experience.....	32
Over Load for Full Time Faculty	32
Reduced Load/Underloaded Staff	32
Academic/Vocational Qualifications.....	33
Extra Service.....	33
Class Size	33
Class Preparation	34
Independent Study and Directed Study	34
Reassigned Time to Prof. Responsibilities.....	34
Division Chairs	34
Phi Theta Kappa Advisor	35
Faculty Flex Coordinator.....	35
Grants or Special Projects.....	36

Article 17: Mileage.....	36
Article 18: Calendar	37
Article 19: Clothing, Uniforms and Equipment.....	40
Article 20: Grievance Procedure	40
Definitions	40
Grievance Procedure Steps	41
Release Time.....	44
Article 21 New Faculty Job Descriptions and Salary Placement	44
Article 22 Salary.....	44
Article 23: Health and Welfare Benefits.....	47
Article 24: Seniority List.....	48
Article 25: Layoffs	50
Article 26: Discipline	50
Article 27: Leaves.....	50
Leave of Absence.....	50
Effects of Leaves of Faculty Status	50
Reinstatement.....	50
FMLA	51
Sick Leave	52
Donated Leave	53
Bereavement Leave	54
Use of Sick Leave for Personal Necessity.....	54
Industrial Accident and Illness Leave	56
Pregnancy Disability Leave.....	56
Quarantine Leave.....	57
Jury Duty	57
Federation Leave.....	58
Education Leave, Authorization.....	58
Research/Work Experience Leave	58
Long-Term Personal Necessity Leave	59
Legislative Leave.....	59
Military Leave.....	59
Exchange Leave.....	59
Sabbatical Leave	60
Retraining Leave.....	62
Additional Leave.....	64
Article 28: Reduction to Part-Time Employment Status	66
Article 29: Retirement	68
Definition of "Full Retirement"	68
Retirement Benefits	68
Retirement Plans (SRS).....	70
Retiree Benefit Contribution.....	71

Article 30: Early Retirement Incentive	71
Article 31: Summer Session.....	72
Article 32: Faculty Service Areas	73
Article 33: Professional Development Advancement.....	73
Article 34: Past Practice	82
Article 35: Completion of Negotiations.....	82
Article 36 Duration	83

APPENDICES

Appendix A

Academic Salary Schedule (2016-17).....	A-1
Overload Academic Salary Schedule (2016-17).....	A-2
Academic Salary Schedule - Column Placement Procedure	A-3
Academic Salary Schedule - Step Placement Procedure	A-4
Contract and Regular Faculty - Advancement on the Salary Schedule.....	A-5
Longevity Increments and Doctoral Stipend.....	A-6
Performance Stipends	A-7
Division Chairs' Job Description	A-8
Agricultural/Equine Department Chair Job Description.....	A-9
Academic Senate President's Job Description..	A-10
Minicorps Director Job Description	A-11
Incarcerated Students Program Director Job Description	A-12

Appendix B

Seniority List/ FSA List.....	B-1
-------------------------------	-----

Appendix C

Evaluation Forms.....	C-1
-----------------------	-----

Appendix D

Request for Donated Leave	D-1
Offer to Donate Leave	D-2

Appendix E

Faculty Professional Service.....	E-1
-----------------------------------	-----

Appendix F

Contract Calendar	F-1
-------------------------	-----

**ARTICLE 1
RECOGNITION**

- A. The district recognizes the Federation as the sole and exclusive representative of those employees of the bargaining unit enumerated in the certification by the Public Employment Relations Board (PERB), dated February 1, 1989, and amendments thereto on file with PERB.
- B. If any new Academic contract positions, except those excluded above, are established during the term of this contract, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new positions, it may be submitted by either party to the PERB for its ruling.

**ARTICLE 2
SUPPORT OF AGREEMENT**

- A. During the Term of this Agreement, the District agrees not to negotiate with any other organization or with any person not officially designated by the Federation as its representative on matters upon which the Federation is the exclusive representative, and which is within its scope of representation.
- B. The Federation agrees not to negotiate with any other organization or with any person not officially designated by the District as its representative for the purpose of collective bargaining.

**ARTICLE 3
EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and procedures and over state laws to the extent permitted by state law.

**ARTICLE 4
ACADEMIC FREEDOM**

- A. It shall be the policy of the District and the Federation to encourage full freedom for faculty to teach, research, and pursue knowledge as set forth in this Article and subject to the applicable provisions of law.
- B. In the exercise of this freedom, the faculty member may, as provided in the United States and California constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant matters, including controversial matters, so long as he/she distinguishes between personal opinions and factual information.

- C. Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.
- D. The District shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.
- E. This Article is intended to declare the District's and the Federation's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.
- F. Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. When grades are given for any course of instruction taught, the grade given to each student shall be the grade determined by the instructor of the course, and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.
- G. The freedom to think, to read, to speak, and to question is necessary to the development of an intelligent citizenry. These freedoms constitute a part of the philosophy of the instructional program at the college and are guaranteed to the faculty.

**ARTICLE 5
NON-DISCRIMINATION**

All rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, or federal, shall be guaranteed under this contract.

**ARTICLE 6
FEDERATION RIGHTS**

- A. Legal, Unrestricted and Nonconfidential Information
The Board Agent will provide, upon reasonable request, to the Federation, legal, unrestricted, and nonconfidential information relevant to its representation of the bargaining unit. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.
- B. Board Policies
The District shall provide the Federation with one (1) book of the F.R.C. Policy and Procedures Manual. During the term of this Agreement, the District shall provide copies to the Federation of any changes, additions, alterations, or deletions to this book.
- C. Board Minutes

The District shall furnish the Federation with two (2) copies of all official Board minutes and two (2) copies of each Board agenda "packet" excluding all confidential information or material as defined by applicable law.

D. Facilities Usage

The Federation shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment, provided that such use or access shall not interfere with nor interrupt normal District or campus operations, nor cause an additional or an increased maintenance cost to the District. Upon advance request, and with approval of the college or District, the Federation will be granted the use of facilities subject to state and federal law and reasonable district regulations.

E. Copies of this Agreement

This Agreement shall be posted on the FRC Web site by the District within thirty (30) working days of the ratification by both the Board and Federation. The District shall distribute a hard copy for new employees as part of their employment packet materials. The District shall provide 2 hard copies to the Federation upon written request, if/when written request is received within 30 days of the ratification of the contract. The District shall also provide hard copies to individual Faculty members upon written request.

F. Federation/District Consultation

Designated representatives of the Board and the Federation shall meet on a mutually agreed upon date, place and time when necessary for the purpose of reviewing the administration of the contract in force and attempting to resolve any other problems that may arise. Either party will submit an agenda for discussion.

G. Professional Dues and Payroll Deductions

1. The District shall, upon proper receipt of authorization request, deduct from the salary warrants of academic faculty the following:
 - a. State and federal required deductions.
 - b. Dues to the Feather River Federation of teachers, including dues to the AFT and AFL-CIO.
2. The Board shall deduct from the pay of each member of the bargaining unit from which it receives written authorization to do so, the required amount of dues to the Federation. When instructed to do so, the Board shall deduct one-tenth (1/10) such dues from the regular salary check of the faculty member for ten (10) months.

H. Organizational Security

1. All academic employees covered by the FRCFT Agreement shall be subject to payroll deductions of monies as provided herein. All bargaining unit members shall either maintain membership in the Federation or pay a service fee as provided herein in Options 2 and 3.

There shall be established an automatic monthly payroll deduction from the monthly paycheck of an amount equal to Federation dues and assessments under one of the following three options:

- a. **Option #1:** Federation dues and assessments. Payable monthly to the Federation.
 - b. **Option #2:** Except as provided elsewhere in this Article, all academic employees who are not dues paying members of the Federation shall pay a service fee equal to monthly dues and assessments payable monthly to the Federation.
 - c. **Option #3:** Any academic employee who has religious objections to joining or financially supporting an employee organization, and who so affirms in writing to the parties to this Agreement (and subject to review by FRCFT) shall, in lieu of Federation membership dues and assessments or a service fee, have an equal amount deducted from their monthly paycheck, with such deduction deposited to a scholarship fund established by the Federation. Previous or current membership in, or current financial support of, any employee organization or other faculty organization whose purpose is to represent employees regarding matters related to wages, hours, or working conditions (e.g., FACCC) shall automatically disqualify an employee from participating in Option #3.
2. The District shall begin making deductions from the monthly paychecks of each academic employee, in accordance with the provisions of this article, at the end of the month following a academic employee's initial employment by the District.
 3. Upon receipt of individual deduction authorization forms from Federation members choosing Option #1 above, the District shall deduct from each such employee's monthly pay check the amount of Federation dues and assessments as specified therein. The Federation shall provide the District with schedules of dues and assessments to be used in this process.
 4. In the case of all academic employees who are not dues paying Federation members, and who do not participate in Option #1 or #3 above, the District shall deduct from their monthly pay checks service fees and assessments according to schedules provided by the District for the deduction of these fees and assessments.
 5. In the case of all academic employees who qualify for and choose to participate in Option #3 above, the District shall deduct from their monthly pay check the amounts specified in Federation supplied schedules. Such amounts shall equal those deducted under Option #1 and #2 above.
 6. The District shall forward to the Federation within fifteen (15) days after deductions, the amount of deductions specified in Option #1, #2, or #3 above. Such payments shall be accompanied by deduction registers to facilitate a proper accounting of monies owed, received and paid.
 7. The Federation agrees that in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the Federation will co-defend and indemnify and hold harmless the Board of Trustees, its agents, or employees for any monetary award arising out of such litigation.
 8. The Federation shall, upon thirty (30) days advance notice, have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.

I. Federation Release Time

The District shall provide .20 FTE load reduction for the FRCFT President to aid in the resolution of grievances, general contract administration and meet and confer time when requested by the Superintendent/President or his/her designee.

- J. The District shall not threaten to impose reprisal on employees, or to discriminate or otherwise interfere with, restrict or coerce employees due specifically to their exercise of the rights guaranteed under the provisions of 3543.5(a) of the California Government Code EERA.

**ARTICLE 7
MANAGEMENT RIGHTS**

- A. The Board of Trustees hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon them by law.
- B. The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the college shall be limited only by the specific and express terms of this agreement.

**ARTICLE 8
MAINTENANCE OF OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations. All faculty members will be expected to report to duty, in accordance with the District's Emergency Response Plan and Government Code, section 3100 et seq.
- B. FRCFT and the Board agree that any differences between them shall be settled by peaceful means, as provided for in this Agreement. During the term of this Agreement, FRCFT, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, slow down, sick out or other concerted refusal by unit members to perform work duties as required by this Agreement. FRCFT will undertake to exert its best efforts to discourage any such acts by unit member.
- C. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.
- D. Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.

- E. Members shall not be entitled to any wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

**ARTICLE 9
SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.
- B. At the request of either party, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of the above.

**ARTICLE 10
OFF-CAMPUS TEACHING ASSIGNMENT**

- A. Off-campus teaching sites include, but are not limited to, Chester, Greenville, Portola, and Graeagle.
- B. Assignments to these off-campus teaching sites should be made under the following conditions:
 - 1. Classes at off-campus teaching sites shall end no later than 10:00 p.m.
 - 2. A 12-hour break in teaching service, or if by mutual consent, a shorter duration, shall be maintained following a night assignment at an off-campus site.
 - 3. An instructor shall have the choice of using either a District vehicle, if available, or a personal vehicle for off-campus teaching assignments. The District vehicle is used by many on campus and will not be booked to accommodate one instructor for an entire semester. The District vehicle will be scheduled and used in accordance with the Vehicle Use Guidelines.
 - 4. When a personal vehicle is used, the instructor shall be reimbursed for mileage at the rate specified in Article 17 of this Agreement.
- C. No more than one off-campus assignment shall be required of an instructor in any one semester.
- D. "Off-campus" as used herein shall be defined to mean a teaching assignment in a community other than Quincy.
- E. Commute time of the instructor to the off-campus assignment shall be considered part of the teaching load. Driving time to and from the communities listed below, for computational purposes, shall be established as follows:

Chester: 1 equated hour

Portola:	3/4 equated hour
Greenville:	1/2 equated hour
Graeagle:	1/2 equated hour
Other:	Comparable equated load to be determined by CIO and Unit Member.

ARTICLE 11 RESIGNATIONS

- A. Faculty members may not be threatened with dismissal action by the college administration so as to force the faculty member to submit resignation of employment.
- B. A written resignation shall be deemed accepted by the Board and shall be binding on the date received by the Superintendent/President.

ARTICLE 12 EVALUATION

This article applies to tenured and non-tenured unit members. Additional evaluation procedures for non-tenured unit members are covered in Article 13, Tenure.

The central purpose of evaluating faculty is to improve instruction. The following criteria and procedures have been established in accordance with the guidelines set forth by the Board of Governors of the California Community Colleges.

I. EVALUATION OF ALL FACULTY

1. In accordance with education code 87663, tenured faculty will be evaluated at least once every three years.
2. In the fall of the year in which a unit member is to be evaluated, the Chief Instructional Officer will notify the unit member and the unit member's division chair of the evaluation and will provide them with appropriate instructions and forms. This will be done by the end of the first week of September.
3. The unit member will prepare the following materials and submit them to the Chief Instructional Officer by the end of the first week of November.
 - a. A self-evaluation.
 - b. A collection of instructional and non-instructional materials as appropriate (see items 12.II, 12.III, and 12.IV for details).
 - c. A completed form summarizing the unit member's professional duties, with point values, that were performed since the last evaluation. Points are to be enumerated on the faculty professional services grid or similar grid.

Faculty members who are Division Chairs, Academic Senate President or Union President need not serve on any additional committees other than those assigned by those positions. Union negotiation team members need not serve in any additional professional duties' capacity during negotiations. The Faculty Accreditation Coordinator (if a unit member) need not serve in any additional professional duties during the accreditation process.

4. The evaluatee's division chair will select two faculty members to perform the peer evaluation. One may be the faculty member closest to the unit member's discipline. The unit member may ask to have one of the selected peers replaced. The Chief Instructional Officer must approve the final peer committee. The composition of the peer evaluation committee for non-tenured faculty is described in 13.D.1.
5. The faculty member shall be evaluated by a peer committee between the 9th week of the Fall semester and the end of November. The evaluation panel shall review the self-evaluation materials and the instructional/non-instructional materials provided by the evaluatee. The panel will write its summary by the end of the first week in December and submit it to the Instruction Office.
6. The faculty member shall be evaluated by students in all of his/her classes, between the 9th and 12th week of the Fall semester, or at a similar point in a 9 week, 6 week or shorter course.
7. For faculty who supervise classified staff, the Chief Instructional Officer will solicit feedback from the classified staff in a systematic manner and summarize the feedback as appropriate in the administrative evaluation.
8. The Chief Instructional Officer will receive all of the evaluation materials described above by the end of the second week of December. The Chief Instructional Officer will then review all of the materials and may determine if an evaluation step needs to be redone, additional evaluation needs to be conducted or if corrective action is needed. If the evaluation is satisfactory, the Chief Instructional Officer will prepare a summary report that will be reviewed with, and signed by, the evaluatee. The summary report will become part of the unit member's personnel record and will be completed by April 15.

The unit member may respond to their evaluation within ten (10) working days of receiving the CIO's summary report. The original response is to be filed with the Human Resources Office and a copy of the response is to be filed with the Instruction Office. The response will become part of the unit member's personnel file.

9. If the Chief Instructional Officer has information that indicates that there are problems with the unit member's performance that warrant a "needs improvement" or "unsatisfactory" evaluation, the Chief Instructional Officer will convene a committee consisting of the unit member's division chair, the union president and the director of human resources. After consultation with the committee the Chief Instructional Officer will determine whether to assign a satisfactory, a needs improvement, or an unsatisfactory evaluation. If the evaluatee is a division chair or union president, the Chief Instructional Officer will select a member of the Council on Instruction or another union officer to assume the evaluation responsibilities.

i. "Needs Improvement" Evaluation

- a. In the case of a needs improvement evaluation, a corrective action plan will be written, triggering a second formal evaluation to be completed one year later. The committee will meet with

the evaluatee and review the plan to ensure that the evaluatee understands the deficiencies and is given an opportunity to address them. The unit member will participate in periodic (to be decided at the corrective action review meeting) reviews of performance to ensure the corrective action plan is being met. If the unit member does not address the deficiencies in one year, the evaluation will be considered unsatisfactory and will follow the sequence outlined below, except in the case of non-tenured unit members for which an unsatisfactory evaluation may be considered cause for non-renewal of the member's contract. For tenured unit members, a satisfactory evaluation will cause the member to return to the three-year evaluation cycle. For non-tenured unit members, a satisfactory evaluation will cause the member to proceed on the tenure track without a corrective action plan.

ii. "Unsatisfactory" Evaluation

a. In the case of an unsatisfactory evaluation, a corrective action plan will be written and a second formal evaluation will be required within one year following the corrective action plan meeting. Once a unit member receives a satisfactory evaluation, s/he will return to the three-year evaluation cycle.

b. A second unsatisfactory evaluation will result in further remediation and the loss of any step increase on the salary scale for the next year, except in the case of non-tenured unit members for which a second unsatisfactory evaluation may result in a non-renewal of the member's contract. If the unit member is at the top of a column s/he shall retreat back one step. Compensation, according to state law cannot be less than the previous year, therefore members shall only retreat one step if there is an additional COLA or % raise in compensation. A third consecutive unsatisfactory evaluation will result in termination.

10. Unit members in a corrective action status may not teach overload or have any extra duty assignments, e.g. Division Chair, Academic Senate President, Staff Development Coordinator, Union President, or other duties listed in the Appendix.

11. To accommodate unit members who desire more frequent, or extensive feedback regarding their teaching, the instruction office will make student evaluation questionnaires available upon request and will secure the completed forms until after grades are posted for the class. Substitutes will be provided to allow for additional peer evaluation visits. The results of these informal off cycle student and peer evaluations will be for the unit member's personal use and will not be part of the formal evaluation process.

12. The supervisor of all of the following faculty members is:

- | | |
|---|--|
| a. Teaching Faculty: | Chief Instructional Officer |
| b. Library Director: | Chief Instructional Officer |
| c. Inst. Resource Center Director: | Chief Instructional Officer |
| d. Counselors: | Chief Student Services Officer |
| e. Intercollegiate Coaches: | Dir. of Athletic Operations and Events |
| f. Coaches (teaching): | Chief Instructional Officer |
| g. If other faculty members are hired, or have their positions redesigned in any way, they will be assigned a supervisor. | |

II. EVALUATION OF TEACHING FACULTY

1. The unit member will prepare the following materials and submit them to the Chief Instructional Officer by the end of the first week of November.
 - a. A self-evaluation report listing accomplishments and goals for improvement since the previous evaluation.
 - b. A collection of instructional materials used in the three-year evaluation period including syllabi, handouts, exams, SLO assessment, etc.
2. The peer evaluators will consult with the evaluatee and will visit at least two different classes taught by the evaluatee in the fall semester. The peer evaluators will complete the peer evaluation forms provided by the instruction office. The peers will then prepare a summary report of their evaluations and will submit the summary to the Chief Instructional Officer by the end of the first week of December.
3. Tenured Faculty will select a student in two different classes (preferably the classes visited by peers) to be responsible for the student evaluation (Non-Tenured Faculty will have all classes evaluated). The student will collect the student evaluation forms from the instruction office and will instruct the class in filling out the evaluations. The student will seal the completed evaluation forms in an envelope and will deliver it to the instruction office. The student evaluation process needs to be completed by the end of the 12th week of the semester.
4. The evaluation documents for teaching faculty consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation. These are listed in the Appendix and are available in the instruction office.

III. EVALUATION OF NON-TEACHING FACULTY

The evaluation procedures for non-teaching faculty are to be consistent with the evaluation of teaching faculty and shall include a professional duties evaluation.

1. The evaluatee will prepare the following materials and submit them to the Chief Instructional Officer by the end of the first week of November.
 - a. A Self-Evaluation form for Library Director, and Instructional Resource_Center Director must be completed and returned to the CIO.
 - b. A collection of non-instructional and instructional materials, as applicable used in the three-year evaluation period related to the operation of their facility, including procedures, policies, and record keeping.
 - c. Non-teaching positions with grant management responsibilities are required to provide grant compliance and performance information.

2. Center-specific evaluation forms will be made available and will follow the student evaluation process above. If two “classes” are not available for review, the evaluatee will identify two groups of students. Students are not to be individually selected. The identified groups will be presented to the Chief Instructional Officer for review and approval.
3. Remaining steps in the evaluation process follow the faculty process listed above.
4. The evaluation documents for non-teaching faculty consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation for the Library Director and for the Learning Center Director.

IV. EVALUATION OF COUNSELORS

The evaluation procedure for Counselors is to be consistent with the evaluation of teaching faculty and shall include a professional duties evaluation.

1. In the fall of the year in which a unit member is to be evaluated, the Chief Student Services Officer will notify the unit member and the unit member's division chair of the evaluation and will provide them with appropriate instructions and forms. This will be done by the end of the first week of September.
2. The evaluatee will prepare the following materials and submit them to the Chief Student Services Officer by the end of the first week of November.
 - a. Self-Evaluation Form for Counselor.
 - b. A collection of non-instructional and instructional materials, as applicable used in the three-year evaluation period related to their counseling duties, including procedures, policies, and record keeping.
3. The Chief Student Services Officer will select one faculty member and the Chief Instructional Officer will select one classified employee familiar with the counseling operation to complete the Peer Evaluation of Counselor-Director/Coordinator form. The counselor may reject one of the peer evaluators. The Chief Student Services Officer will select a replacement. These forms will be delivered to the Chief Student Services Officer by the end of the first week of December.
4. The student evaluation forms will be made available to students and will be collected by a student named by the unit member. Completed forms will not be made available to the unit member. They will be sealed by the selected student and delivered to the Chief Student Services Officer. The student evaluation process needs to be completed by the end of the second week of November.
5. The Chief Student Services Officer will receive all of the evaluation materials described above by the end of the second week of November. The Chief Student Services Officer will follow the process outlined in the faculty section above (substituting CSSO for CIO).
6. The evaluation documents for Counselors consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation, and are available in the instruction office.

V. EVALUATION OF HEAD COACHES

1. In the fall of the year in which a unit member is to be evaluated, the Chief Instructional Officer and the Dir. of Athletic Operations and Events will notify the unit member and the unit member's division chair of the evaluation, and will provide them with the appropriate instructions and forms. This will be done by the end of the first week of September.
2. The Chief Instructional Officer will evaluate the coach's teaching duties (see article 16) in the same manner as used for teaching faculty. The same requirements, forms, procedures and deadlines will be used, except that the peer evaluation will be reported using the Peer Evaluation of Head Coach form.
3. The Dir. of Athletic Operations and Events (DAOE) will evaluate the Head Coaches on their intercollegiate coaching duties (see article 16) using the-Administrative Evaluation of Head Coach form. The DAOE will solicit feedback from the assistant coaches in a systematic manner and summarize the feedback as appropriate in the administrative evaluation. Additionally, the CIO may also solicit feedback from assistant coaches as needed to gather information about the coach's instructional performance with the team.
4. The CIO/DAOE will receive all of the evaluation materials described above by the end of the second week of December. The CIO & DAOE will meet and review all of the materials and may determine if an evaluation step needs to be redone, additional evaluation needs to be conducted, and/or if corrective action is needed. If the evaluation is satisfactory, the CIO & DAOE will prepare a summary report that will be reviewed with, and signed by, the evaluatee. The summary report will become part of the unit member's personnel record.

If the CIO & DAOE decide that there is a problem with the evaluation, they will follow the same procedure of remediation described in the evaluation of teaching faculty.

5. The evaluation documents for Head Coaches consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluations, and a Student Evaluation are available in the instruction office.
6. Head Coaches also must have a Teaching Faculty Evaluation as described in 12.II.

VI. EVALUATION FORMS

All evaluation forms are listed in Appendix C and are available in the instruction office.

**ARTICLE 13
TENURE**

I. TENURE PROCESS

Evaluation and then the Tenure Evaluation consist of the following separate elements or steps:

A. Evaluation Process

1. The following Evaluations are required to be completed in the evaluation process
 - a. Self-Evaluation (as defined in II G below and Article 12 – Evaluation)
 - b. Student Evaluation (as defined in II F)
 - c. Peer evaluation, classroom visit, individual evaluations (as defined in II, D, 3)
 - d. Administrator evaluation (as defined in II H)

2. Evaluation reports
 - a. Peer evaluation panel looks at self-evaluation and student evaluations and drafts a panel evaluation. Panel evaluation is passed to CIO for review prior to delivery.
 - b. CIO reviews panel evaluation and either asks panel to deliver only the panel evaluation or to deliver all evaluation findings or asks panel to meet with the CIO first to discuss evaluation findings and delivery.
 - c. If CIO has not delegated the delivery of all evaluation findings the CIO will meet with the evaluatee and review remaining evaluations.

B. Tenure Evaluation Committee Process

1. Tenure Panel (as identified in III, D) reviews the following documents generated through the evaluation process
 - a. Self-Evaluation
 - b. Student Evaluation
 - c. Peer evaluation
 - d. Administrator evaluation

2. After reviewing the evaluation documents the Tenure Panel completes the following Tenure Evaluation reports (as identified in III E&F)
 - a. Tenure Evaluation Committee formulates a response to faculty member either accepting the panel evaluation, or expand on it. The Committee will also identify opportunity areas or goals. The Committee is responsible for recommending continuation suspension or termination of Tenure to the Board.
 - b. The Committee delivers their response to the faculty member.
 - c. Faculty member reviews and signs the response acknowledging receipt.

II. TENURE EVALUATION

- A.** Evaluation for non-tenured unit members shall include the same procedures as for tenured faculty in addition to the changes or additional procedures below.

- B. Non-tenured unit members shall receive a tenure evaluation once a year during the four-year tenure process. Additional evaluations may be scheduled as needed. Additional evaluations will be reviewed by the Tenure Evaluation Panel at its next tenure evaluation.
- C. Unit members shall be evaluated according to the following criteria with special attention paid to:
1. Expertise in their subject matter
 - a. Inspection of teaching or program material
 2. Effectiveness of instruction or, in the case of non-teaching faculty, performance of their specific duties
 - a. Student evaluation
 - b. Classroom or worksite visitation
 - c. Peer evaluation
 - d. Submission of satisfactory instructional or non-instructional materials
 3. Acceptance of professional responsibilities, i.e., college service, community service and professional development.
 - a. College service as demonstrated by successful committee work, work with student or community program in addition to normal student-faculty relationship.
 - b. Professional development by meeting all contractual obligations related to flex activities and deadlines, and engaging in demonstrable activities to keep abreast of current developments in his/her field and teaching/learning.
 4. Effectiveness of communication with students, staff, and the community at large.
- D. The Evaluation of non-tenured faculty members differs slightly from the regular evaluation process in the following procedures:
1. Peer Evaluation Process: The composition and selection of the panel shall be one regular faculty member selected by the evaluatee, one selected by the Chief Instructional Officer. A third member shall be selected by the faculty member's divisional chair. The evaluatee has the right to reject the first faculty member selected by the divisional chair. If this right is exercised, a second faculty member shall be chosen by the divisional chair. This selection is final. One faculty member should be the faculty member closest to the unit member's discipline and s/he should be the chairperson.
 2. Panel members shall not be informed of their selection until the full composition of the panel is finalized.
 3. The evaluation panel's report shall consider the faculty member's performance in meeting the responsibilities of his/her position. The panel member duties are as follows:
 - a. The panel shall have a preliminary meeting and agree upon a committee chair. The panel's duties (in this article) are to be pointed out.
 - b. Each panel member shall review the evaluatee's self-evaluation and instructional or non-instructional materials.

- c. Each panel member shall conduct at least one classroom or center visit and evaluate the evaluatee using the designated classroom or center evaluation form.
 - d. The panel will subsequently meet to discuss the individual evaluations and to formulate a panel evaluation.
 - e. The individual evaluations are to be attached to the panel evaluation and submitted to the CIO.
4. CIO reviews panel evaluation and either asks panel to deliver only the panel evaluation or to deliver all evaluation findings or asks panel to meet with the CIO first to discuss evaluation findings and delivery
 5. If CIO has not delegated the delivery of all evaluation findings the CIO will meet with the evaluatee and review remaining evaluations.
 6. A written report of the findings of the panel will be prepared by the panel chairperson and signed by the faculty member (Faculty member's signature acknowledges only that he/she has received and read the report.), as well as, in the case of unanimity, by each member of the panel. The completed evaluation will be returned to the Chief Instructional Officer with a copy to the faculty member and a copy to the district personnel office file.
 7. Individual reports may be submitted with copies to the evaluatee if there is not a unanimous agreement by the committee members.

E. Guidelines for Evaluation by the Evaluation Committee

As you work with these guidelines, please keep in mind the following things:

1. The timelines are important to the overall process, but they are intended neither to be traps for candidates or committee members nor technicalities by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the committee.
2. The timelines are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing those tasks. Committees may decide to complete the various steps of the process somewhat earlier than the timelines provide, and special circumstances may necessitate a later schedule. However, the committee members must be aware of the need to complete their tasks prior to the mandated deadline. The timelines established in the guidelines are an effort to allow committee members to visit the candidate, identify areas that may need improvement, schedule further visits if necessary, meet to prepare their report, and present their report to the Tenure Review Committee.

The chair of the Evaluation Committee is responsible for preparing a written schedule of committee meetings, activities and visitations. The committee shall send a copy to the

probationary faculty member within five working days of the committee's first meeting with the candidate.

The timelines outlined in the guidelines apply to all members of the Evaluation Committee except the Chief Instructional Officer due to the number of Evaluation Committees (upon which the CIO serves). The Chief Instructional Officer is not required to meet with each committee on a regular basis, but may meet with each committee prior to the beginning of the evaluation process and shall meet with the committee chair or the committee at the completion of the committee recommendation process.

3. In unusual circumstances, an Evaluation Committee may determine that it is necessary to deviate from the process outlined in the guidelines. In such cases a written request should be submitted to the Chief Instructional Officer outlining the process deviations and the reasons for the request. The CIO shall provide a timely response to such requests, including notice to the candidate if the request is granted. Committees are encouraged to meet more frequently than the guidelines provide if they feel it is necessary or advisable.
4. If the evaluations of a candidate by committee members reveal that improvement will be needed in order for the committee to make a recommendation that the candidate be retained, the Chief Instructional Officer should be informed of the candidate's performance and kept updated on his or her progress.
5. The evaluation by individual committee members should be based upon the committee member's visitation(s), discussions with the candidate, review of pertinent written material, or other relevant firsthand information known or observed by the committee member.

The recommendation of the Evaluation Committee should be based on the evaluations of the individual committee members and evaluation of the candidate's overall performance with regard to his or her additional professional responsibilities, including his or her participation in the life of our professional community. The information needed to evaluate the candidate's overall performance may be provided by the Division Chair, the Chief Instructional Officer, or any other member of the committee with firsthand knowledge of the candidate's performance. Other faculty or staff members with serious concerns about a candidate's performance, based on significant personal experience, may bring those concerns to the Division Chair or the Chief Instructional Officer.

6. The chair of the Evaluation Committee should be the faculty member most closely related to the evaluatee's discipline. This assignment, however, brings with it certain responsibilities that, in the event of a committee recommendation for denial of tenure, can place a faculty member in a very difficult position. There is strong belief that providing advice and input on Evaluation Committees is an important faculty role. It is also believed by faculty that the ultimate hiring and firing recommendation belongs to the Tenure Review Committee of the College. It is however understood that the Board ultimately grants Tenure (as described in II, D below). Faculty should be allowed to serve as committee chair if they choose, but any committee member who wishes not to serve should be free to decline.

7. The Evaluation Committee will follow the tenure policy and college policies. The Evaluation Committee shall give the Tenure Review Committee of the College its recommendation after evaluation. The recommendation of the Evaluation Committee will be based primarily on:
 - a. Evaluation by the faculty members of the Evaluation Committee of classroom performance, adherence to contractual obligations, and professional responsibilities;
 - b. Evaluation by the students;
 - c. An assessment of the faculty member's performance of his or her assigned duties, based on personal observation by the Chief Instructional Officer for teaching and non-teaching faculty, the Chief Student Services Officer for counselors, and the Dir. of Athletic Operations and Events for head coaches.
 - d. In addition, the recommendation about tenure will be strongly guided by information and material the faculty member is able to present demonstrating commitment to the college and the faculty member's profession as reflected in matters including but not limited to committee or task group membership; participation in relevant state, or national professional organizations; publication of scholarly works; special contributions to the review and development of curriculum or other special service to the college or district.

F. Student Evaluation

1. Non-tenured faculty will submit the student evaluation in the first semester of employment and each anniversary semester, as follows:
 - a. Teaching Faculty shall be evaluated in every class section.
 - b. Non-Teaching Faculty shall be evaluated by a cohort of students who have accessed the services of the non-teaching faculty member.
 - c. Counselors shall be evaluated by a cohort of students.
 - d. Head Coaches shall be evaluated by team members and as teaching faculty as well.
(Note: *Cohort* is a group of at least 25 students who have accessed the services, of the Counselor, center director or the non-teaching faculty member)

G. Professional Duties and Self Evaluation

1. Professional Duties are the responsibility of all teaching faculty, counselors, and non-teaching faculty. These duties consist of but not limited to: overload, shared governance activities, committee work, union work, professional development, community work, scholarship committees, selection committees, conferences, advising students, Vocational Olympics, articulation, matriculation, training, seminars, retention, recruiting, and student activities, whether or not remuneration was received. A unit member shall participate in any of these at any level based on the objective criteria in the professional services evaluation sheet or to the mutual satisfaction of his or her division chair and either the Chief Instructional Officer, the Chief Student Services Officer, or the Dir. of Athletic Operations and Events, whichever is assigned as supervisor.
2. Additional Self-evaluation material is also submitted as described in Article 12.

H. Administrative Evaluation

1. Non-tenured faculty members will submit their instructional materials including evaluation instruments (tests) to the Chief Instructional Officer including course syllabi for courses s/he is presently teaching.
2. Non-tenured faculty will also submit a list of college service and professional development activities in which the faculty member has engaged.
3. The Chief Instructional Officer may make a classroom or center visitation and evaluate the performance of a teaching and/or non-teaching faculty member. The Chief Student Services Officer may visit and observe a counselor in his or her counseling environment. The Dir. of Athletic Operations and Events may visit and observe the head coaches during his or her intercollegiate sport class. This step shall take place between the 9th and 12th week of the semester.
4. The Chief Instructional Officer, Chief Student Services Officer, or the Dir. of Athletic Operations and Events (as appropriate) and the faculty member shall meet and discuss the administration evaluation unless already presented as described above.

I. Summary

1. The Chief Instructional Officer shall write a narrative summary for Teaching Faculty, the Library Director and Learning Center Director, and Head Coaches by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.
2. The Chief Student Services Officer shall write a narrative summary for each of the Counselors being evaluated by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.
3. The Dir. of Athletic Operations and Events shall write a narrative summary for each of the Head Coaches being evaluated by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.
4. The unit member shall acknowledge through signature that he or she has reviewed a copy of the evaluation and that it has been discussed in conference with the Chief Instructional Officer or his/her designee. The unit member may attach a written statement of exception to any or all specific portions of the final evaluation. All summary evaluation documents used in the evaluation by the unit member shall become part of the unit member's personnel file.
5. Areas in need of improvement shall be clearly identified and suggestions made by CIO as to possible resources available to aid in such improvement. Any unit member for whom a remediation plan has been established will receive priority for faculty staff development funds to implement the plan.

III. TENURE REVIEW PROCESS

A. Philosophical Principles

The period during which prospective members of the permanent Feather River College faculty are reviewed for tenure is best understood as a continuation of our District's search and selection processes. Indeed, the recommendation we make to the Board of Trustees to grant tenure is a more important recommendation than the initial decision to hire.

When tenure is granted, it is with the intention that the faculty member will become a permanent part of our community, and he or she is granted a lifetime license to practice his or her profession at Feather River College. Both community membership and such professional licensure carry special privileges and special obligations. Thus the review period for tenure becomes that crucial interval within which we create the future of our colleges, we limit or expand their vision of that future, and we enhance or diminish the quality of the educational opportunity that our enormously diverse students are provided when they enter our doors.

Feather River College's approach to this period is based on the premise that the tenure recommendation is best formed by a partnership of faculty and administrative colleagues, and students through the student evaluation process, a partnership in which the perceptions of each inform the others.

We wish to demystify this process and to make it as meticulously fair and humane as possible. But we must also acknowledge the inevitability of three facts: 1) that it is an arduous and potentially stressful time of review and evaluation at the conclusion of which a decision-sometimes a negative one must be made; 2) that, strive as we may, we are imperfect people and so are the processes we devise for decision making; and 3) that negative decisions, when called for, are as painful and difficult as they are necessary to the future effectiveness of our institutions.

B. Statement on Professional Ethics

The following Statement on Professional Ethics was adopted by the Council of the American Association of University Professors in April 1966 and endorsed by the 52nd annual meeting as association policy.

1. Faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subjects is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, [they] must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private

advantage and acknowledge significant assistance from them. They protect the academic freedom of students.

3. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.
4. As members of their institutions, faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the effect of their decisions upon the program of the institution and give due notice of their intentions.
5. As members of their community, faculty members have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons, they avoid creating the impression that they speak or act for their colleges or universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

C. The Process

Representatives of the Academic Senate, the Administration, and the Union developed the Four Year Tenure Process.

This process has been developed to implement the Board of Trustees' policy on tenure review and to provide a framework within which the evaluation committees can perform the crucial task of evaluating a candidate for permanent status on our faculty.

D. Tenure Process Statement

The Tenure Review Committee of the College will be composed of:

1. Chief Instructional Officer
2. President of the Academic Senate
3. President of the Union
4. The Division Chairs
5. The chair of the evaluation committee, who should be the faculty member in the discipline or most closely related to the evaluatee's discipline.

The Tenure Review Committee Chair shall be the Chief Instructional Officer.

In the first, second, and third years of the non-tenured faculty member's tenure process the Tenure Review Committee of the College will review all tenure recommendations coming from Evaluation

Committees and will make a recommendation to the Academic Senate in each of the first three years. The Academic Senate shall in turn make a recommendation to the President, who will make a recommendation to the Board of Trustees. If the President does not make the same recommendation as the committee to the Board of Trustees, the President will explain in writing to the Academic Senate President and to the Chair of the Tenure Review Committee, stating his or her reasons, before making a recommendation to the Board of Trustees.

In the fourth year the Tenure Review Committee of the College will review all tenure recommendations coming from Evaluation Committees as well as all recommendations coming from previous Tenure Review Committees and will make a final recommendation to the Academic Senate, who shall in turn make a final recommendation to the President, who will make a recommendation to the Board of Trustees. If the President does not make the same recommendation as the committee to the Board of Trustees, the President will explain in writing to the Academic Senate President and to the Chair of the Tenure Review Committee, stating his or her reasons, before making a recommendation to the Board of Trustees.

E. Criteria for Evaluation of Faculty for Tenure

In addition, the following criteria are intended to further delineate common areas of performance to be evaluated during the Tenure Review process. The list is not all-inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

1. Excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description including, but not limited to:
 - a. Currency and depth of knowledge of teaching field or job duties;
 - b. Proficiency in written and oral English enabling clear, effective communication to students and colleagues;
 - c. Use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the students, and consistent with departmental practices; this is not intended to discourage within a department a variety of successful pedagogical approaches to learning;
 - d. Careful attention to effective organizational skills in the classroom or work site; and
 - e. Consistent responsibility in fulfilling official college requirements as well as departmental agreements.
2. Respect for students' rights and needs by demonstrating:
 - a. Patience, fairness, and promptness in the evaluation and discussion of student work;
 - b. Sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
 - c. Maintenance of contractual obligation to regular and timely office hours; and
 - d. Sensitivity to the diverse ways students learn.
3. Respect for colleagues and the teaching profession by:
 - a. Acknowledging and defending the free inquiry of their associates in the exchange of criticism and ideas;

- b. Recognizing the opinions of others;
- c. Acknowledging academic debts;
- d. Striving to be objective in their professional judgment of colleagues;
- e. Acting in accordance with the ethics of the profession (see Statement below) and with a sense of personal integrity; and
- f. Working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

The following standard is illustrative of the performance expected of permanent faculty. Probationary faculty after their first probationary year are expected to show increasing participation in such professional growth activities.

4. Continued professional growth demonstrated by:

- a. Increasing participation in self-initiated professional activities such as course work, attendance at workshops, seminars, and professional meetings;
- b. Participation in publications, conference presentation, artistic exhibit, classroom research, development of new curriculum, and community involvement specifically to academic area; and
- c. Other appropriate activities as enumerated in the professional services grid or similar grid.
- d. The Tenure Review Committee will scrutinize each year's professional services activities and will consider the cumulative reports.

F. Guidelines for Evaluation by the Tenure Review Committee

1. The timelines are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing these tasks. Special circumstances may necessitate a later schedule; however, the Tenure Review Committee members must comply with legally mandated guidelines.

The chair of the Tenure Review Committee is responsible for preparing a written schedule of committee meetings and activities with a copy to the probationary or contract faculty member within five working days of the committee's first meeting with the candidate.

2. The timelines are important to the overall process, but they are intended neither to be traps for candidates nor technicalities which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendations of the committee.
3. In unusual circumstances, an Evaluation Committee may determine that it is necessary to deviate from the process outlined in the guidelines. In such cases, a written request should be submitted to the Chief Instructional Officer outlining the process deviations and the reasons for the request. The CIO shall respond to such requests within two working days, including notice to the candidate if the request is granted.
4. The tenure review by individual committee members should be based upon:

- a. Each year's evaluation by the Evaluation Committee including:
 - i. Self-evaluations
 - ii. Peer evaluations
 - iii. Professional services evaluations
 - iv. Administrative evaluations
 - v. Student evaluations
 - vi. Classroom, center or work site evaluations
 - vii. Classified evaluations
 - b. Each year's evaluation by the Tenure Review Committee
 - c. Any remediation processes
5. The Tenure Review Committee, however, brings with it certain responsibilities that, in the event of a committee recommendation for denial of tenure, can place faculty members in a very difficult position. There is strong belief that providing advice and input on Evaluation or Tenure Review Committees is an important faculty role. It is also believed by faculty that the ultimate hiring and firing recommendation belongs to the Tenure Review Committee of the College. It is however understood that the Board ultimately grants Tenure (as described in II, D above).

G. Timelines (Years One-Four) Evaluation Process

<i>August</i>	Employment begins for candidates.
<i>September</i>	<p>The Chief Instructional Officer (CIO) or his/her designee shall notify each faculty member who is subject to evaluation no later than September 15.</p> <p>In consultation with the division chairs, the CIO will establish evaluation committees and select committee chairs. If an issue arises in which a committee chair objects to their assignment, the CIO will work with the division chairs to select an appropriate alternate.</p>
<i>October/November</i>	<p>Between the 10th and 11th weeks of classes, the faculty member being evaluated will receive the student evaluation packet in their mailboxes. The evaluatee will appoint a student to distribute the forms in class. Once the forms have been completed, they are to be returned in the sealed envelope to the Office of Instruction mailbox/office by the student. Student evaluations will be completed by the end of the 12th week of classes.</p> <p>Evaluation Committees meet and establish work schedules.</p> <p>Peer visitations will be conducted between the 9th and 13th week of the semester.</p> <p>Candidate furnishes committee members with written self-evaluation materials appropriate for evaluation by the last working day in October.</p> <p>Committee chair will ensure that the evaluation committee meets with candidate by the sixteenth week of the fall semester to discuss findings.</p>

- November/December* CIO meets with candidate for the administrative evaluation.
- Evaluation Committee members meet to review peer, student, and administrative evaluations and complete the panel evaluation form.
- By January 31* The Tenure Review Committee meets with the candidate who will receive copies of the panel evaluation, the administrative evaluation, and the student evaluation. Areas in need of improvement shall be clearly identified and suggestions made as to possible resources available to aid in such improvement.
- February 1-15* The faculty member may respond to the evaluation.
- February 15* If necessary, the Tenure Review Committee may reconvene to review faculty response to their evaluation. If necessary the Tenure Review Committee will approve a remediation plan to ensure faculty improvement.
- March 1* The CIO will make the recommendation of the Tenure Review Committee to the Academic Senate¹ which in turn makes its recommendation to the Superintendent/President who submits her/his recommendation to the Board of Trustees. If the President does not make the same recommendation as the committee's to the Board of Trustees, s/he will explain in writing her/his reasons why to the Academic Senate President and to the Tenure Review Committee before making her/his recommendation to the Board of Trustees.
- March 15* The Board of Trustees gives written notice of its decision to the employee by registered or certified mail to the most recent address on file with the Personnel Office.

¹ In this instance, the Academic Senate President may determine that the Academic Senate Executive Committee acts on behalf of the Senate. If any action taken, the Academic Senate will maintain confidentiality of proceedings and honor the provisions of California's current open meeting laws and public record laws. The Academic Senate President may seek the advice of counsel through the Superintendent/President.

ARTICLE 14

SAFETY CONDITIONS OF EMPLOYMENT

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

- B. The District and its employees shall comply with the provisions of the California Occupational Safety and Health Act (Cal/OSHA) and compliance or noncompliance with its provisions shall be determined exclusively in accordance with investigatory and adjudicatory procedures provided for in Cal/OSHA.
- C. Employees shall report unsafe condition(s) to their immediate supervisor within 24 hours of knowledge of such unsafe condition(s).
- D. All reports of unsafe conditions will be addressed by the District in a timely manner.

**ARTICLE 15
PERSONNEL FILES**

- A. The personnel file of each unit member shall be maintained in the Human Resources Office.
- B. Unit members shall be provided a copy of derogatory written material before such material is placed within their personnel file. Within thirty (30) calendar days after receiving the material, the unit member may attach to the derogatory material a written response for inclusion within the personnel file.
- C. A unit member or his/her authorized representative, designated in writing, shall have the right, during the regular District office business day, to examine all materials contained within his/her personnel file, except those items which were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. Advance appointments for examination shall be required and scheduled with the Director, Human Resources/ Equal Employment Officer. Appointments shall be granted in a timely manner.
- D. The Federation agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized representative's examination of the personnel file.
- E. Personnel files are confidential and are available for review only to those persons having a right or authorization to inspect.
- F. The District shall have a representative designated by the Director, Human Resources/Equal Employment Officer present when any personnel file is examined.
- G. No information proven to be false or inaccurate shall be retained in a unit member's personnel file.

**ARTICLE 16
HOURS, WORKLOAD, CLASS SIZE**

- A. Academic Assignments/Teaching Faculty

1. The District shall maintain load and assignment policies for the college District consistent with the provisions of this Agreement.
 - a. The District and Federation agree to meet and confer over the potential effect(s) of an alternate calendar on faculty contract assignments.
 - b. Contract assignments greater than ten (10) months may be restructured over a calendar year to meet the needs of an alternative calendar agreement.

2. All contract/regular academic staff shall provide a full professional service week, 40 hours, that includes duties among the following, but is not limited to, teaching, preparation, advising (paid advising will be per Appendix A-7), evaluation, student activities (such as clubs, professional activities, and study groups), class sign up/enrollment, maintenance of office hours, participation in college/district committee meetings, program development, and professional development activities, and other duties as described in Article 16. Faculty shall have a five-day schedule unless an alternate schedule is given by the Division Chair and the CIO, as appropriate. Academic assignment and related duties are professional obligations expected of all faculty and these common obligations may be assigned by the CIO, within the 175 day academic schedule, if they are not reasonably being performed by a faculty member. At the conclusion of each semester, within two weeks of final grades being submitted, each faculty member shall submit the "Faculty Professional Service" form (from the evaluation process / forms, see appendix) to the CIO as a measurement of "professional service".

3. Faculty duties shall include but not be limited to the following. The faculty member shall:
 - a. Provide instructional and/or non-instructional services specified by the instructor's contract and/or staff assignment sheet. Meet and conduct all classes under his/her direct supervision as assigned.
 - b. Develop or participate in the development of curriculum, services, and/or activities. Review curriculum and/or services periodically, revising as necessary.
 - c. Provide current course orientation materials to each student on the first day of class, and discuss orally the course content. These materials will minimally include approximate dates of examinations, grading criteria, and general rules that will affect student grades (such as drop/add deadlines, withdrawal deadlines, tardiness, student class participation). A copy of the orientation materials shall be provided to the chief instructional officer upon request. A copy of the syllabus shall be provided to the Office of Instruction.
 - d. Plan instructional or non-instructional activities with due regard to the level and purpose of the course or service area
 - e. Communicate with students and staff in a professional manner.
 - f. Maintain current expertise in subject matter and/or service area.
 - g. Attend and participate in college/cluster and/or departmental meetings and activities on contract days.
 - h. Adhere to college and district policies and procedures.

- i. Reasonably assist in the maintenance of facilities and equipment.
 - j. When reasonably possible, report absences in sufficient time to provide proper substitution.
 - k. Not combine, cancel, or change meeting times or places or classes or activities without permission of the chief instructional officer or his/her designee.
 - l. When assuming the responsibility for supervision of students at events or field trips held under college sponsorship, provide supervision from the beginning to the close of the activity and insure that volunteers do not have unsupervised contact with students.
 - m. File an injury report with the chief academic officer or his/her designee if a personal or student injury occurs while faculty is on duty.
 - n. Maintain a current address and telephone number with the chief instructional officer or his/her designee.
 - o. Participate or assist in recruiting and articulation activities with local schools, other community colleges, four-year colleges when appropriate to the instructor's program.
 - p. Participate in job placement, student follow-up, and advisory committees as appropriate.
 - q. Faculty members shall complete mandated course reviews and submit outlines as requested.
 - r. Significant duties outside of the duties listed above and the individual's job description may be considered for reassigned time. Reassigned time under this section shall be mutually agreed upon by the CIO and the faculty member. This reassigned time is considered to be for short-term temporary projects.
4. The academic base load shall be fifteen (15) equated hours per week. Academic load factors shall be as follows:
- a. All lectures, including English Composition, shall be equated at 1.0.
 - b. All Co-op Ed., learning center labs, dance labs, workshops and seminars, and non-credit courses shall be equated at .67.
 - c. All P.E. courses should be equated at .75.
 - d. All vocational labs shall be equated at .85.
 - e. Certain science labs and science related labs in ANTH; BIOL; CHEM; ENVR; FORS; GEOL; PHYS, shall be equated at 0.90.
 - f. Certain "recreational", "special interest" or additional labs added to a course may, at the discretion of the CIO, be equated at .50, based on the lab's academic rigor and workload.

- g. All other labs presently at .85 shall remain equated at .85.
5. Full-time instructors shall schedule, post, and maintain at least five (5) office hours per week. Each instructor shall keep a minimum of one hour office time on each day when at least one class is scheduled. Instructors will provide a schedule to the Instruction Office (which will be given to the switchboard). In addition, Instructors will post a schedule outside their offices and on Microsoft Outlook Calendar within the first week of school. Schedules shall include all office hours and class assignments and shall be kept current throughout the semester. Additional assistance is available from the Office of Instruction. If needed, training will be available upon request.
 6. The District may average load assignments for academic instructors over one (1) academic year (Fall and Spring Semesters).
 7. Academic assignments will be scheduled by the Instruction office in consultation with the individual full-time instructors. Consultation means that the CIO or his/her designee will send a proposed schedule for review by October 30 for Fall assignments and March 30 for Spring assignments. The faculty member will review and comment by November 15 and April 15 with suggested changes. If the CIO or his/her designee is unable to accommodate the unit members desired changes, the unit member will be notified. Notification of schedule to the faculty will occur no later than Dec. 1 for the following Fall term and May 1 for the following Spring term.
 8. A unit member may not (with the exception of extra service) without his/her consent, be scheduled for the following:
 - a. A day assignment following an evening assignment with less than a 12-hour break;
 - b. For more than five (5) consecutive hours of instruction or six (6) consecutive hours of counseling without a one-hour intervening break, except for Saturday classes and summer, unless mutually agreeable to the contrary.
 9. Faculty members shall not conduct personal business nor accept other employment which interferes with contract responsibilities nor use District personnel, facilities or equipment for personal business or other gainful employment.
 10. The following positions within the full-time Faculty unit are identified as supervising employees are:
 - Library Director
 - Instructional Resource Center Director
 - Incarcerated Student Program Director
 - Agriculture Department Chair
 - Head Coaches
 - Outdoor Recreation Leadership Program Coordinator

These unit members are required to participate in a minimum of two (2) mandatory supervisory trainings per academic year. Unit members are strongly encouraged to attend additional supervisor trainings for continued professional development as supervisory personnel. The director of Human Resources will coordinate with the unit members regarding required trainings, dates, and times.

B. Counselors

If Counselor position is a Full-time Faculty member, the job description will be determined accordingly.

C. Directors

The Director of the Library and the Instructional Resource Center Director shall be employed 11 months, 193 days, working thirty-five hours a week scheduled by the District. Directors shall work 18 days beyond the regular 175 day academic year. These duty days are to be determined mutually between the Director(s) and the CIO.

If a director teaches an academic course as part of his/her regular workload, this load should be considered part of the regular workload for the week.

The Instructional Resource Director shall work 35 hours per week which includes: a base load of one class per semester (5.40 hours per week), one office hour, and 29 hours per week in the Instructional Resource Center. Any additional assignments will be considered overload.

D. Coaches

Coaches are ten (10) month employees working one hundred seventy five (175) duty days over the ten-month fiscal year. The coaching assignment also includes responsibility for all recruiting, retention, game development, games, practices, and playoffs during the entire fiscal year.

All coaches are required to develop and submit a work schedule to the CIO or his designee by June 1 of the academic year proceeding the year being scheduled. The CIO will approve the preliminary version of the schedule by June 20 of the academic year proceeding the year being scheduled. Coaches will be able to review and respond to the set schedule within 5 days in order for the CIO to set the final schedule.

Coaches' duties that are described under an equated load obligation and may be balanced between coaching and instructional duties at the discretion of the district. Coaches report to the CIO or designee, for all duties.

The coaches' load may be discussed at any time by either the Federation or the District (as per the guidelines established in the contract).

Recruiting and Retention

Each coach is responsible to recruit and retain minimum team numbers as described below:

Men's Football	57
Men's Baseball	31
Women's Softball	21
Women's Basketball	13
Men's Basketball	13
Men's/ Women's Soccer	16 men, 16 women

Men's Women's Rodeo 42 student-athletes

Minimum team numbers are designed to offset expenses associated with athletic programs. If significant changes to recruiting occur, impacting the coaches' ability to successfully recruit athletes, the minimum numbers shall be reviewed. Maximum team numbers shall be developed in accordance with the strategic enrollment management process. It is desired that a range of up to double the minimum numbers may be noted as the maximum team numbers. Numbers shall be determined during the scheduling of academic assignments.

For purposes of this subsection the measurement of minimum team numbers shall be determined by the average of the fall and spring semesters at first_census date and/or the "team roster" at first census date. A "student" is one who is taking twelve (12) or more units, or a COA "9 unit learning disabled" designated student. This calculation shall include "red shirts", i.e. students on the class roster or on the COA eligibility roster. Coaches get credited 1/2 if a student is on two teams.

The preparation of information for any Production materials of any program specific recruiting materials is the responsibility of the coach. The District shall produce the sports brochures and recruiting materials using its resources for every sports program in a timely manner to the extent that budgeted resources will allow.

Program Management

Coaches are responsible for budget development and monitoring their program budget and expenditures. Travel arrangements and scheduling are the coaches' responsibility. The coach is responsible for communicating with the faculty on Early Alerts, student athletes' attendance and academic performance. The coach is also responsible to promote college services (financial aid, student housing, categorical programs, etc.) to all student athletes. The coach is responsible for COA paperwork including eligibility and to monitor and assist with athlete's behavior according to the "athletic code of conduct".

COA Compliance Meetings

Coaches are responsible to attend Golden Valley Conference, Bay Valley Conference, Northern California Football Alliance, and COA meetings as directed. Coaches are expected to be active and knowledgeable in the COA organization and rules.

Fundraising

Coaches are required to be active in a fundraising campaign for his or her sport program or the athletic department. There shall be no requirements for specific fundraising goals unless these amounts have been officially agreed to by the fundraising/title IX committee, the coach, the Director of Athletic Operations and Events, the HES Department Chair, and the CIO.

Orientation

Coaches are responsible to promote and participate in student orientation programs.

Coaching Instructional Duties

Each coach is responsible to teach one in-season (intercollegiate) (7.5) and one out-of-season (advanced) (7.5) sport/competition class and one theory (2.25) class per semester. For unit members who coach more than one team, the instructor's base load will include the practices for both teams, and one theory class per semester. The head coach is to be the instructor of record for all of the above classes, which have the above noted equated load. In the event that regulatory or curricular developments necessitate changing a coach's teaching load, the new assigned load will be no greater or less than the load described here.

The coach is responsible to monitor the student athletes' attendance at sport practices and in-season and out-of-season weight sessions.

Each coach shall teach 6 equated load (3 per semester) in addition to the above load in the coach's sport.

Office Hours

Coaches are obliged to hold a minimum of four (4) office hours per week. These hours will be posted as described in this assignment.

Comprehensive List of Coaching Duties

- a. 10 month 175 day instructional duties
- b. game and game preparation and development days
- c. regular office hours
- d. recruiting duties
- e. retention duties
- f. coaching duties other than equated load duties
- g. practices
- h. playoffs, if applicable
- i. budget development
- j. team travel arrangements
- k. academic performance of team members

- l. promotion of college services
- m. COA paperwork
- n. athletic conference meetings
- o. fundraising
- p. supervision of coaching staff
- q. Student Service Council
- r. early alert follow-up
- s. other coaching duties per the job description
- t. many of these duties occur during the entire fiscal year and not just the 175 day academic schedule

E. Load and Pay Structure for Cooperative Work Experience

If CWEE position is a Full-time Faculty member, the job description will be determined accordingly.

F. Overload for fulltime faculty:

Regular faculty shall receive compensation for overload assignments pursuant to the Overload Salary Schedule shown as Appendix A-2 to this agreement.

G. Reduced Load or Under-Loaded Staff

1. The District may assign under loaded unit members or reduce the load of fully loaded unit members to perform duties consistent with their unit member position. Such activities shall include but not be limited to:
 - a. course/curriculum development
 - b. articulation project(s)
 - c. student activities
 - d. teaching community service or non-credit courses
 - e. academic administration
 - f. intercollegiate athletics
 - g. recruitment and evaluation of part-time faculty
 - h. adult basic education

2. For all such assignments each reduced equated hours for teaching faculty equals 2.33 hours of assigned activities. Non-teaching faculty are assigned on an hour-to-hour basis for assigned duties.

H. Academic/Vocational Qualifications

1. The District shall make every effort to provide information to the faculty about academic/vocational qualifications needed to teach for FRCCD.
2. The district has the right to assign faculty to a discipline they are qualified to teach.

I. Extra Service

1. Regular permanent instructors may not teach beyond their regular full-time assignments, more than .2 equated load, or one (1) class on an extra service basis, whichever is greater. Exceptions to this must be approved by the District.
2. Regular permanent instructors may not teach beyond their regular full-time assignment for the purpose of extra service credit until the regular assignment has been accomplished. Exceptions to this must be approved by the District.
3. Counselors, (regular and categorically funded), Library Director or Director of Learning Center may not work beyond their regular full-time assignments for more than six (6) hours per week. Exceptions to this may be approved by the District.
4. The District agrees that extra duty jobs such as Division Chair, Department Chair, Academic Senate President, Incarcerated Students Program Director, Phi Theta Kappa Advisor, Mini-Corps Director, and Faculty Flex Coordinator should be made available to all faculty.

The District agrees that the extra duty job of Agriculture Department Chair will only be available to those faculty who have an agriculture specific FSA.

J. Class Size

1. Minimum class size shall be twelve (12) students: A class may be less than twelve (12) by mutual agreement of the faculty member and the CIO or his/her designee.
2. Second year or sequential courses may be offered with fewer than twelve (12) students per class.
3. Courses which are part of a certificate program may be offered with fewer than twelve (12) students per class.
4. Maximum class size shall be limited to the number of workstations or physical limits of the facility determined by fire regulation except for English 101 where the maximum class size shall be twenty-five (25).

At the discretion of the District, and upon consultation with the faculty member, additional load may be credited pro-rata for large lecture sections, which exceed the minimum class size by a factor of 2.5 or more.

K. Class Preparation

The number of preparations for an instructor varies according to program needs; however, three (3) preparations are considered the norm.

1. Any faculty member assigned to more than nine (9) different equated credit hours of preparations in each semester, to be averaged over the academic year, shall be paid an additional one hundred twenty five dollars (\$125.00) for each three (3) equated unit hours or portion thereof over nine (9) unit hours.
2. If faculty members are assigned less than nine (9) preparation hours in any semester, the faculty member shall carry such credit forward to subsequent academic years to permit additional preparations being assigned by the College without required payment, as noted above.
3. Payment pursuant to this subsection shall be made in the second full payroll period in the Spring Semester.
4. Classes taught as “overload” are not additionally compensated under this “class preparation” section.

L. Independent Study and Directed Study

Independent Study / Directed Study shall be approved by the CIO. Faculty providing approved independent study / directed study shall be paid according to the Performance Stipends in Appendix A-7.

M. Reassigned Time to Professional Responsibilities

1. Faculty senate president shall receive either .20 reassigned time for each semester serving in this capacity, OR an annual stipend of \$7,000 as determined by the District. The \$7,000 stipend meets STRS criteria for “creditable compensation” and shall be reported as such.
2. Statewide faculty senate representation will be accommodated by management accepting payment from the statewide faculty senate for substitutes to replace the participating faculty member.

See Performance Stipends in Appendix A-7.

N. Division /Department Chairs (if position filled by a unit member)

If a permanent faculty member is selected pursuant to the procedures contained in the Division Chair Joint Agreement as a Division Chair:

He/she shall have their base salary augmented by \$12,000. The \$12,000 stipend meets STRS criteria of “creditable compensation” and shall be reported as such. If the Chair and the CIO mutually agree, release time up to 40% may be granted. These Chairs shall serve ten (10) days beyond the 175-day certificate contract, such days scheduled in advance by the CIO after consulting the Division Chair. Term of office will be for two

(2) years. Selection of these Chairs will be by the procedures contained in the Division Chair Joint Agreement. Removal from office shall occur upon a 2/3 vote of no confidence from the Division members. Such vote shall be by secret ballot and conducted by the Academic Senate.

Each Chair will submit to the CIO by July 1, proposed annual objectives for the next year based upon his/her duties, as described in the Division Chair Joint Agreement and the District's annual strategic plan. After consultation with the Division Chair, the CIO may modify, add or delete objectives. The annual objectives shall be approved by the CIO not later than July 1 and will cover the 185-day annual contract term of the Division Chair. By August 1, each Division Chair will provide the CIO a written report on his/her achievement of objectives for the current year. Removal from office or reduction of stipend may be done by the CIO for non-performance of the annual objectives. The CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the CIO shall first meet and confer with the Division Chair and the Federation President prior to making the decision to remove from office or reduce the stipend of a Division Chair.

See Performance Stipends in Appendix A-7.

O. Phi Theta Kappa Advisor (if position filled by a unit member)

1. The PTK Advisor duties shall include:

- a. Advise PTK Members
- b. Provide guidance and leadership in PTK activities
- c. Conduct all PTK ceremonies including inductions
- d. Participate in PTK functions and workshops
- e. Act as liaison between FRC PTK Chapter and the National PTK
- f. Assist students in scholarship applications, i.e. Truman, USA All-American, etc.
- g. Other duties as needed to maintain the FRC PTK Chapter
- h. The PTK Advisor shall be paid a stipend according to the Performance Stipends in Appendix A-7. Removal from office or reduction of stipend may be done by the CIO for non-performance of duties. The CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the CIO shall first meet and confer with the PTK Advisor and the Federation President prior to making the decision to remove from office or reduce the stipend of the PTK Advisor.

P. Faculty Flex Coordinator (if position filled by a unit member)

1. The parties agree that the Faculty Flex Coordinator's duties shall consist of development and coordination of flex activities for the faculty for the faculty flex days designated in the Academic

Calendar. The Coordinator shall serve as a member of the Professional Development Committee, review individually planned flex activity days and forward to CIO for approval, report to the Council on Instruction on a regular basis, and provide faculty attendance rosters to the Professional Development Committee chair.

2. The Faculty Flex Coordinator may be paid up to a maximum of \$2,250 (or up to 15% release time) based on the mutual agreement of the CIO and the faculty member, based on the agreed upon plans, objectives and work load. Removal from office or reduction of stipend may be done by the CIO for non-performance of plans and objectives. The CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the CIO shall first meet and confer with the Faculty Flex Coordinator and the Federation President prior to making the decision to remove from office or reduce the stipend of a Faculty Flex Coordinator.
3. The parties agree that during any year in which the Faculty Flex Coordinator does not serve a full year in the position, the position may be made available on a pro-rated basis.
(See Performance Stipends in Appendix A-7.)

P. Grant or Special Project Stipends

1. Grant stipends for faculty members shall be paid according to the grants specifications and appropriate amounts as spelled out in the grant.
2. Special Project stipends are to be paid according to the special project guidelines.
3. Duties of the participant are to be communicated by the grant or special project coordinator. Certification of performed duties may be required as follows:
 - i. Report as to duties performed including timelines.
 - ii. Record of meetings attended.
 - iii. Record of contact with other grant funded members.
 - iv. Coordinator of assigned duties or tasks.
4. Stipend amounts may vary.

**ARTICLE 17
MILEAGE**

- A. Academic faculty whose contract assignments necessitate travel within the District, within a single instructional day shall be compensated for the use of their vehicle at the current IRS mileage reimbursement rate for each mile that exceeds the round trip destination from their home to the campus at Quincy. The net round trip mileage to be reimbursed shall be as follows:

Chester	92 miles
Portola	66 miles
Greenville	42 miles

- B. Request for vehicle reimbursement shall be submitted on a trip-by trip basis and within (30) days of such travel, and no obligation will exist for payment reimbursement requests that are submitted after thirty (30) days from the date incurred.
- C. Mileage reimbursements shall be paid within thirty (30) days of submission.
- D. Authorization to be paid mileage shall be pre-approved by either the CIO, CSSO, or Superintendent/President. No obligation will exist for payment reimbursement requests that are not pre-approved.

**ARTICLE 18
CALENDAR**

- A. The District, Federation, and Calendar Committee shall investigate the feasibility and advantages of adopting either the compressed calendar, the flex forward calendar, or the same type of flex calendar we have now, for the 2017-2018 academic year.
- B. The Calendar committee shall receive input from all constituencies and study the above calendars from other colleges that have already adopted them
- C. The makeup of the Calendar Committee is defined in BP/AP 2510; however, an equal number of representatives designated by the Federation and Superintendent/ President, as well as other possible members shall annually convene.
 - 5. The timely and accurate development of an academic calendar is the chief mandate of the college’s Academic Calendar Committee. This committee will be convened by the chief instructional officer, chair of the Academic Calendar Committee, early in the fall semester to ensure that the Federation and Superintendent/President have enough time to review and make suggestions for a Board of Trustees (BOT) calendar approval no later than the BOT March meeting.
 - 6. The calendar must be ratified in advance of going to the BOT by the full-time faculty union within one month of receipt from the Academic Calendar Committee (excluding the semester break).
 - 7. Faculty representatives shall be designated by the Federation.
 - 8. The “Academic Calendar” covers the entire period from the beginning of one fall semester to the beginning of the subsequent fall semester, including holidays, breaks, intersessions and summer sessions.

D. Flexible Calendar Agreement

1. The Standard Fall/Spring Instructional Calendar includes 175 days of instruction, of which upon mutual agreement, up to 10 days may be designated as faculty development days – in a combination of institutional days, individual professional planned days, or structured development days.
 - a. If an alternative calendar is approved for the College, the required 175 days of instruction may fall outside of the standard fall/ spring semesters.
 - b. The Flex Schedule will be as follows:

Fall Semester

1. In Service Day (Institutional Day)
2. Retreat (Structured flex activity)
3. Business Meeting
4. Campus wide Professional Development day (mid semester)

Spring Semester

1. In Service Day (Institutional Day)
2. Business meeting
3. Day in the Mountains
4. Campus wide Professional Development day (mind semester)

Two days are left for individually planned days.

2. Individual Planned Professional Days

- a. Proposals to individually planned professional days shall be submitted by faculty to the Faculty Flex Committee for review per the following schedule:

May 1 for Fall Dates
November 1 for Spring Dates

The Flex committee shall consist of the Faculty Flex Coordinator, and two faculty members. It is understood that individually planned flex activities may become known outside of the timeline mentioned above. The Flex committee will review out of timeline requests and will make recommendations for approval to the CIO.

Retroactive activity requests will be considered for approval at the next possible schedule due date.

- b. The Chief Instruction Officer shall approve or reject the recommendation of the faculty flex committee regarding the individually planned activities per the following schedule:

May 30 for Fall Dates
November 30 for Spring Dates

- c. Any individual faculty member whose plan is rejected by the CIO may appeal the CIO's decision to the Professional Development Committee. The committee decision is final and binding on all the parties.

- d. The Faculty Flex Coordinator shall be responsible for the verification of attendance at mandatory flex activities and individually planned days to the Professional Development Committee Chair for future audits

3. Structured Professional Development Days

- a. The Faculty Flex Coordinator shall plan one (1) faculty structured development day (retreat) as appropriate on a year to year basis per Section B.1 above, after surveying the needs and interests of faculty. The Faculty Flex Coordinator will coordinate, in conjunction with the CIO, the Fall and Spring Business Meetings. In addition, the Faculty Flex Coordinator, as a member of the Professional Development Committee, will participate in the development of campus wide activity days. These structured days shall be part of the academic schedule and faculty are mandated to attend if an approved plan per Section B.2.a. above does not exist for the full structured days on a day per day basis.
- b. Funds may be made available, based on a proposal drafted by the Faculty Flex Coordinator, who is responsible to submit the proposal for approval by the Professional Development Committee. These funds are for use by the Flex Committee to plan the Structural Professional Development (SPD) activities for the next year.

Faculty who do not have approved individual planned professional days or who do not attend the structural professional planned days for a total of the required structured days shall have their salary docked for each half day below the required days.

Faculty members who submit proposals for individually planned days that exceed the two day requirement for individually planned flex days or that conflict with structured flex days may substitute structured flex days to accommodate approved individually planned days.

Faculty members who are absent from structured flex days are still responsible for upholding deadlines mentioned during these days and are expected to become acquainted with any and all information that was communicated.

- 4. The Calendar Committee shall determine the academic holidays after referring to the issuance of annual holidays as set by the Chancellor's Office. Full-time faculty on a ten-month appointment shall be excused from assignments during scheduled winter and spring recess. Winter recess shall be the period from the last day of final examinations until faculty assigned days for the Spring as contained in the academic calendar

Should a holiday fall on a Saturday the holiday will be celebrated on the previous Friday. Should a holiday fall on a Sunday the holiday will be celebrated on the following Monday or Tuesday as determined by the Superintendent/President. Should two consecutive holidays fall on a Saturday and Sunday the previous Friday and following Monday shall be celebrated as the holidays.

ARTICLE 19
CLOTHING, UNIFORMS, AND EQUIPMENT

The District shall provide the faculty member with any protective clothing, uniforms, or equipment that is required by the District in order to teach in his/her discipline. In cases where employees are supplied with safety equipment, they will be required to wear and/or use such equipment.

ARTICLE 20
GRIEVANCE PROCEDURE

"Grievance" as defined in this Agreement shall be brought only through this procedure.

A. Definitions

1. "Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific section of this Agreement.
2. A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement.
3. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Feather River Community College District is open for business.
4. The "first level manager" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

B. Forms for processing grievances shall be prepared mutually by the Federation and the District. The forms shall be printed by the District and given to the President of the FRCFT.

C. A grievance may be lodged:

1. by a faculty member;
2. by a faculty member accompanied by a representative;
3. through a Federation representative, if the faculty member so requests (in written form);
4. by a Federation representative in the name of the Federation.

D. The Federation shall have the right to have a representative present at each step of the grievance procedure if requested by the grievant.

E. If the same grievance is made by more than one (1) faculty member, the District may allow the Federation to consolidate such grievances. The final decision of such a grievance shall apply to all grievants.

- F. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if requested by the grievant.
- G. Written notices to be given under this grievance procedure may be given by hand to the appropriate person, or sent by registered mail. If given by hand, the date shall be counted as the date of the notice. If given by mail, the date of notice shall be counted as the day of mailing.
- H. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.
- I. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved person within the time limit specified.
 - 1. By mutual written agreement, the time limits contained herein may be waived. Also, by mutual agreement the grievance may revert to a prior level for consideration (excluding step three).
 - 2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.
- J. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and President of the Federation. Time limits for appeal provided in each level shall begin three (3) days following posting by the registered mail of the written decision by the Parties in interest.
- K. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant/representative shall suffer no loss of pay in order to present the grievance(s).
- L. Upon reasonable request, the Board Agent shall provide the FRCFT with legal, relevant, unrestricted and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law. The time required to obtain information within this provision (i.e., between request and delivery) shall not count in terms of response deadlines for the grievant or the Federation.

M. Grievance Procedure Steps

All grievances shall follow the five-step procedure:

Step 1

Within twenty (20) days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing, to the first level manager. Within twenty (20) days from the date of the informal conference, the first level manager shall communicate his/her decision to the grievant in writing together with supporting reasons, and with a copy to the Federation and the District's Hearing Officer.

Step 2

If the grievant is not satisfied with the decision at Step 1, he/she may submit a written grievance on the appropriate form within twenty (20) days to the District's Hearing Officer. A copy of the decision rendered by the first level manager shall be attached to the grievance. Within twenty (20) days, the District's Hearing

Officer shall communicate to the grievant his/her decision in writing together with supporting reasons, and transmit a copy to the Federation.

The written Step 2 grievance statement shall include:

1. A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. A listing of the Article and Section of the Agreement alleged to have been violated or misapplied;
3. A statement of the reasons why the Step 1 written resolution of the immediate supervisor is unacceptable to the grievant;
4. A listing of the specific remedies requested by the grievant;
5. A request for a conference with the appropriate manager, if desired.

Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, he/she may file for a Step 3 hearing, before the Superintendent/President. The appeal shall include a statement of the reasons why the Step 2 resolution is unacceptable to the grievant.

Such filing shall be on the form supplied by the District. It shall have attached to it copies of the written Step 2 grievance, and, where applicable, the Step 1 written resolution and the Step 2 written decision.

A grievant who files for a Step 3 hearing shall do so within twenty (20) days of his/her receipt of the Step 2 written decision. A grievant not complying with this time requirement will be deemed to have waived his/her right to a Step 3 hearing. Within twenty (20) days, the Superintendent/President shall communicate his/her decision to the grievant in writing together with supporting reasons, and transmit a copy to the Federation.

Step 4 - Advisory Arbitration - Dispute Resolution

Advisory arbitration is for the exclusive use of the Federation. A grievant not represented by the Federation shall, if not satisfied with the decision of Step 3, within five (5) days, appeal the decision to the Board of Trustees. In the event the Federation is not satisfied with the decision at Step 3, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration. Within five (5) days of receipt of the demand, the District shall request of the California Mediation Service, or other sources as the parties mutually agree upon, a list of five (5) qualified arbitrators.

It shall be the function of the arbitrator, and he/she is so empowered except as his/her powers are herein limited, to make recommended decisions in cases of alleged violations of the specific Articles and sections of this Agreement.

1. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter or modify the terms of this Agreement;

- b. Establish, alter, modify or change any salary structure;
 - c. Rule on:
 - 1) Termination of the services of, or failure to reemploy any employee;
 - 2) Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
 - 3) Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.
2. The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses, including a court reporter, shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.
- a. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's fees and expenses. Conversely, where an arbitrator's decision is in favor of the District and the Federation appeals the affirmed decision to the courts, the Federation agrees to pay the full costs of the arbitrator's fees and expenses.
3. Advisory arbitration awards shall be in writing and furnished each party to the hearing.

Step 5 - Board of Trustees

1. With Advisory Arbitration:

- a. The Board shall consider the arbitrator's decision in public or closed session at the mutual consent of the grievant and the board, at its next regular meeting, after receipt, provided a minimum seven (7) days elapse from receipt until the Board meeting. If mutual consent cannot be reached the meeting shall be in closed session.
- b. The Board may implement the recommendations, may not implement the recommendations in any way, may meet with the Federation to discuss other alternatives, or may take other actions at its sole discretion. The Board may meet with the Federation in public or closed session at the mutual agreement of both parties. If the Board and Grievant do not agree, the meeting will take place in closed session.
- c. The Board shall, within twenty (20) days thereafter, submit its decision, in writing, to the Federation.
- d. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The Federation reserves its full legal remedies including recourse to court action.

2. Without Advisory Arbitration:

- a. The Board shall consider the appeal in public or closed session, at the mutual consent of the grievant and the board, at its next regular meeting after receipt, provided a minimum fifteen (15) days elapse from receipt until the board meeting. If mutual consent cannot be reached, the meeting shall be in closed session.
- b. The Board will consider the appeal based solely upon the written record, and shall give an opportunity to the grievant to address the Board.
- c. The Board shall, within twenty (20) days after the hearing, submit its decision, in writing, to the grievant.
- d. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The grievant reserves his/her full legal remedies including recourse to court action.

N. Release Time

Authorized Federation representatives and the grievant shall be released from their regular work duties, without loss of pay or benefits, when grievance resolution meetings are scheduled during their regular working hours.

**ARTICLE 21
NEW FACULTY JOB DESCRIPTIONS AND SALARY PLACEMENT**

In the interest of preventing unintentional errors and to limit future misunderstandings, the Federation and District have agreed to consult on new faculty job descriptions and to review for accuracy the salary placement of new faculty members.

The Federation understands that the legal right to describe the work to be done by employees (faculty job descriptions) and decisions regarding salary placement reside with the employer (the District). The District does not “give up” or diminish its legal rights to make such decisions in these areas by agreeing in this article to consult and receive advice from the Federation on these two District responsibilities. The District recognizes that such decisions need to conform to the District-Federation agreement where applicable. In the event of a disagreement or unresolved concern, the District will make the final decision. The District decisions related to this article are subject to the grievance process.

**ARTICLE 22
SALARY**

A. Academic Faculty

1. The District and the Federation are committed to the goal of the “Small College Average”. This average is to include the average of five small colleges (Barstow, Lake Tahoe, Lassen, Palo Verde,

and Siskiyou). The average is to be calculated at the highest salary level for a Master's Degree, including longevity. This calculation is to be done on the most recent salary schedule for each college, for a completed paid year, at the beginning of a contract period.

2. It is further agreed if funding decreases and a fiscal emergency exists that an MOU will be proposed in order to alleviate the fiscal crisis. The MOU will be for the "fiscal crisis" only and salaries shall increase to the "small college average" through agreement thereafter.
3. Effective July 1, 2016, the District will place 2.0% on the salary schedule plus Cost of Living Adjustment (COLA) provided, if any.
4. For the 2017-2018 academic year the District will place .8% on the salary schedule plus Cost of Living Adjustment (COLA) provided, if any.
5. For the 2018-2019 academic year the District will place .8% on the salary schedule plus Cost of Living Adjustment (COLA) provided, if any.
6. Both the 0.80% in 2017-18 and the 0.80% in 2018-19 are contingent upon the District not having a "fiscal crisis" as described in §22.B.1. If a fiscal crisis occurs, the District will consult with the Federation for implementation of 0.80% increase or a lesser amount at the District's discretion, and to discuss options listed in §22.B.2.
7. The District and the Federation agree that a 3.6% salary increase over the life of this agreement is meant to reach the small college average.
8. All extra service assignments shall be compensated as set forth in the overload salary schedule shown in the appendix.
9. When a unit member whose compensation is based upon the regular salary schedule is absent for reasons that do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of service days in the academic year. This cannot be considered unauthorized leave with the potential for disciplinary action and due process is not waived.
10. The District agrees to hour-for-hour deductions for non-teaching faculty whose workweek is defined. For teaching faculty: when a deduction for a partial day of absence becomes necessary, a unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day's schedule deducted; if the absence exceeds one-half (1/2) schedule(s) day, a full day's salary shall be deducted.
11. Academic Personnel shall have the substitute rate of pay deducted for absence for any other cause not specified in any of the forms of authorized leave with pay, if such absence is approved in advance by the Chief Instructional Offer
12. Pay periods will be by the calendar month for each month employed with warrants issued according to the District payroll calendar.

13. Tenured faculty members who serve in district administrative assignments shall be credited with each year of administrative service on the faculty salary schedule when returning as a faculty member.
14. In accordance with California Education Code, educational administrators who are qualified and able to retreat into faculty vacancies will be placed upon the faculty salary schedule in accordance with the initial salary placement procedures.

B. Compensation Adjustment in Case of a Fiscal Crisis

1. A fiscal crisis is defined as a fiscal year during which the District's revenues decrease through the funding mechanisms and formulas of state or federal government. This includes only the unrestricted General Fund. Fund balances and reserves shall be used to alleviate any fiscal crisis to the extent agreed upon.
2. The District and the Federation agree to the following values (un-prioritized)
 - a. Avoid layoffs.
 - b. Maintain FTES and capture all growth funds possible.
 - c. Hire no new positions (Grant/Categorical positions are exception; however, there can be no general fund backfill except for the CDC Program and the Bookstore).
 - d. It is recognized that the purpose of concessions (if agreed to) is to balance the budget.
 - e. Verification of figures is to be validated in the CCFS 311 documents.
 - f. Verification of figures in the 50% Law document – by independent audit.
 - g. Cut discretionary funding.
 - h. Line by line budget review if necessary.
 - i. Accurate revenue and expenditures shall be presented through the shared governance process, via the Budget Committee, and shall be presented to the Federation Negotiation Team at regular intervals.
 - j. Any revenue increases go to compensation on a per constituency basis. Priority will be given to uncontrollable expenses; i.e.: utilities, fringe benefits, and insurance (it is understood that priority will also be given to annual step increases and longevity).
 - k. Agreed upon use of District reserves, including ending and beginning fund balances and Rural Schools fund set-asides.
 - l. The District's cash reserve (currently 5%) will be maintained in accordance with Chancellor's Office regulations.
 - m. Disclosure of General Fund amounts that are allocated to the dorms and the fitness center. Monies not allocated shall revert back to restoration; additional amounts spent shall come from the set-aside reserves.
 - n. STRS and PERS implications are to be recognized, including possible backfills.
 - o. Any adjustments will be shared on a pro rata basis.
 - p. Faculty members will be offered Overload, when available, equal to 3 units or more.
3. All options for any type of compensation adjustment are to be considered on a per employee (permanent faculty member) basis and any concessions are to be equitable among said members on a percentage basis. The following options are available on an individual basis. Records shall also be kept on an individual basis to ensure proper restoration.
 - a. Furloughs.

- b. Base Salary reduction.
 - c. Unpaid Overload
 - d. Change in health benefit premium payments.
 - e. All 11/12 month faculty may take a percentage cut of their additional month.
 - f. Stipends may be reduced (e.g.: Division chairs, Program Coordinators, etc.). Essential duties shall still be performed.
 - g. Longevity or step increases may be delayed; however, they will be restored with all yearly increases.
 - h. Reduction to part-time load (RWP) shall be recognized as a compensation reduction. (If RWP credit exceeds the member's % salary concession, the balance will be applied to the whole unit).
4. A Memorandum of Understanding will be drafted in the event of a "fiscal crisis". The letter will include the start and end date of the fiscal crisis, the percentage of concession required from the Federation, as well as a timeline for implementing stated reductions.

ARTICLE 23

HEALTH AND WELFARE BENEFITS

- A. The parties agree that health and welfare benefits include medical and basic life (offered as part of medical through JPA), life, dental, psychological and vision insurance, (here after referenced as "health and welfare"). The District will offer health and welfare open enrollment which allows members to choose their plan from any medical plan offered the District's JPA.
- B. The parties agree that the District will fully fund the health and welfare plan up to a maximum of the following, per year, per employee: 2016-2017 = \$11,164; 2017-2018 = \$11,261; 2018-2019 = \$11,358. Health and welfare costs which exceed the above annual amounts will be shared by the District and the employee based on the following schedule. In the event of a fiscal crisis per article 22, the District cap will not increase and the amount in effect at the time of the fiscal crisis shall remain the same;
 - a. Standard Plan amount minus the District contribution See B above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining (50%) difference of the health and welfare plan.
 - b. Basic Plan amount minus District contribution See B above plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will not be credited to the employee).
 - c. Premier Plan amount minus District contribution See B above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining 50% to the standard plan plus any additional costs associated with "buying up" to the Premier health and welfare plan.

- d. Premier Plus Plan amount minus District contribution See B above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining 50% to the standard plan plus any additional costs associated with “buying up” to the Premier Plus health and welfare plan.
 - e. Consumer Driver Health Plan, the amount of the plan minus District contribution See B above plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will be credited to the employee’s Health Savings Account up to the allowable IRS limit provided District contribution exceeds IRS limit).
- C. Unit members working less than one-hundred percent (100%) of a full-time load (excluding those working a reduced workload under article – 27) are entitled to premium payments pro-rated at the same ratio as their work load bears to full-time service, with the balance due insurance carriers to be paid by the unit member by payroll deduction. Unit members shall be individually responsible for making payment for such monthly amounts as, when added to the amount paid by the District, will equal the total monthly premium required for coverage. Payments of such monthly amounts shall be made by way of payroll deduction. In the event of a premium increase for the plan coverage herein, or for equivalent coverage under a different plan description, the District is authorized to cover such by way of payroll deduction, in order that unit members’ insurance coverage not be jeopardized.
- D. The District may change an insurance carrier or administrator or may join in a JPA or a consortium or become self-insured after consultation with the Federation so long as the same level of benefits is maintained as agreed upon per this article or succeeding agreement.

ARTICLE 24
SENIORITY LIST

- A. The District is required to maintain a list reflecting the order of employment of all permanent contract or regular employees in the manner prescribed by Education Code, and to keep a roster of same as a public record. The intent of these statutes is to provide permanent contract and regular employees with their respective order of employment (seniority standing) in the District. (Appendix C-2).
- B. Records showing date of employment shall be accessible, on demand, to any academic employee of the District or to his/her designated representative.
- C. In the absence of records as to the determination of the first date of rendered paid service in a probationary or permanent contract position, the District, in accordance with evidence presented, shall determine the order of employment after giving employees a reasonable opportunity to present such evidence.
- D. Corrections on Seniority List
The Board shall have the power and it shall be its duty to correct any errors discovered from time to time in its records showing the order of employment. Any faculty member may submit documents for review, which may correct his/her first date of rendered paid service in a probationary or permanent contract

position. The President of the Feather River Federation of Teachers shall be notified in writing whenever a change or a correction is made to the seniority list.

- E. The first method to determine seniority would be the date the employment contract is signed.
- F. Same Employee Contract Signature Date of Paid Service in a Probationary or Contract Position
Every permanent contract or regular employee who first rendered paid service on the same date in a probationary or permanent contract position shall participate in a single drawing to determine the order of employment.
 - 1. A drawing shall take place at the District Human Resources Office.
 - 2. The President and Secretary of the Feather River Federation of Teachers will be notified of the drawing to take place along with affected employees.
 - 3. Employees who cannot be present or who refuse to participate in the drawing will not be omitted. The employees will be given the opportunity to designate a representative to act in his/her place. This proxy shall be in writing and provided to the office of Human Resources prior to the drawing.
 - 4. The "drawing date" shall be mutually agreed upon with the President of the Feather River Federation of Teachers.
 - 5. Each person will draw twice.
 - a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - b. The second drawing will determine actual seniority placement.
 - 6. Whenever the District discovers that an employee has been given an incorrect first date of rendered paid service in a probationary or permanent contract position, or whenever it is ordered by a court to change an employee's first date of rendered paid service in a probationary or permanent contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or permanent contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or permanent contract position, the same as one or more employees, the employee's seniority ranking within this group of employees shall be determined as follows:
 - a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - b. The second drawing will determine actual seniority placement.
 - c. The total number of slips for the drawing shall be the total number of employees with the same first date of rendered paid service in a probationary or permanent contract position, including those employee(s) to be added to the sequence.
 - d. The number drawn shall rank the added employee in the group following the employee's name with the same number of the sequence for that first date of rendered paid service in a probationary or permanent contract position. (Example: When #2 is drawn, the employee shall

be placed after the second employee's name on the seniority list with the same first date of rendered paid service in a probationary or permanent contract position.)

7. Any determination of an employee's order of employment pursuant to "breaking ties" shall be made within thirty (30) days of the date service was first rendered by the employee, or thirty (30) days from the receipt of a judicial order compelling the District to comply.

F. The District shall update the Seniority/Faculty Service Area list each fiscal year by October 1 of each year.

ARTICLE 25 LAYOFFS

The district will utilize the provisions of Section 87740 and 87743 of the Education Code to lay off unit members for any of the reasons permitted therein. Any dispute over compliance with the requirements of Sections 87740 and 87743 must be resolved through the statutory layoff appeal procedure and not through the contract grievance procedure.

ARTICLE 26 DISCIPLINE

The parties hereto agree that the discipline of unit members and appeals shall be pursuant to the provisions of Education Code Sections 87600, et seq., 87660 et seq.

ARTICLE 27 LEAVES

I. Leave of Absence

A. Effect of Leaves on Faculty Status

1. Faculty members on paid leave shall be granted credit for regular service for the purpose of advancement on the salary schedule. Except as otherwise provided in this Agreement, faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to other faculty members on a self-pay basis if allowed by the insurer.
2. Faculty members who avail themselves of unpaid leave in this section may be allowed advancement on the salary schedule. Faculty members requesting advancement under this section shall submit such request to the Superintendent/President no later than August 15, and advancement, if granted, shall occur the following academic year. Denial of such advancement shall not be subject to the grievance procedure.

B. Reinstatement

Upon return to service a unit member shall be reinstated in the position held at the time leave was granted, or in a faculty position

C. Family Medical Leave Act (FMLA)

The parties recognize that Federal and State laws exist that provide certain specified leave benefits to employees. The parties understand and agree that when Federal or State law provides such leave rights, any applicable leaves granted under this agreement are counted concurrently with the Federal and State mandated leave and not counted sequentially.

A. Purpose

The District must grant up to 12 workweeks of unpaid leave during any 12 month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee or employee's spouse;
- For the placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediately family member (spouse, child, or parent) with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition.

B. Eligibility

An eligible employee is one who has worked with the District for 12 months (not required to be consecutive) and worked at least 1,250 hours in the 12 months preceding the commencement of the leave.

C. Process

An eligible employee must provide his/her supervisor with 30 days advance notice when the leave is foreseeable. If 30 days' notice is not practical, due to lack of knowledge or medical emergency, an employee must notify their supervisor as soon as possible. In some circumstances, a supervisor or administrator may determine an employee's need for FMLA.

All requests for FMLA must be accompanied by medical certification. An employee must provide medical certification, from a licensed physician, supporting a request for leave.

At the time of request, the employee must complete a "Leave Request Form" (Available in the Human Resources office). Once FMLA is requested or designated by the District, the employee will receive an information packet containing the necessary forms, right and duties of the FMLA for both the employee and the District, and a copy of the "FMLA Request Form" confirming their leave status.

Health and Welfare benefits will continue during the FMLA status, provided that they employee make his/ her regular, monthly contributions to the plan. Failure to pay premiums will result in a loss of health and welfare benefit coverage.

An employee is required to use, concurrently with FMLA leave, the following paid leaves in the order listed: (1) sick leave available for use.

Employees returning from FMLA status within the 12 week period will be restored to their original position, or to an equivalent position with equivalent pay and benefits.

Employees returning from a medical FMLA status may be required to present medical certification of fitness of duty. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical release is provided.

FMLA may be taken in increments as small as one hour.

FMLA will always begin with paid time off, through the use of Sick Leave, until all available paid time is used.

The medical certification of Health Care Provider serves as a "doctor note" to certify the reason and expected duration of the extended medical leave in writing. All requests for medical leaves must be accompanied by a doctor's statement verifying your total disability and your estimated date of return to work. Further, the District requires written medical verification of your ability to resume work and a list of restrictions that would directly relate to your ability to perform your job.

Taking of leave may be denied if request and medical certification requirement are not met.

II. Types of Leaves

A. Sick Leave

1. Full-time faculty members shall earn ten (10) days of sick leave for each contract year, to be credited at the first day of the fall semester or quarter of each academic year.
2. Unused portions of sick leave days shall be cumulative on a year to year basis, indefinitely without limit.
3. Sick leave shall be available to each contract or regular faculty member from the first day the member reports for work in each contract period.
4. The District shall provide each faculty member once a year, or upon request of a member, a written statement of the accrued sick leave benefits to which entitled. Such statement shall be provided no later than July of each year. A written statement will be provided to each faculty member, as part of the monthly paycheck summary, the total number of sick leave days he or she has accrued as of the date of the pay disbursement.
5. Any employee who is on paid status while on sick leave, or other paid leave shall continue to earn all employee sick leave benefits to which entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.
6. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

7. It shall be the responsibility of the employee to notify the personnel office, in writing, of the name and address of the district by whom he/she was employed, and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code (Section 87782).
8. Any person utilizing sick leave benefits under provisions of the Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, or if the District has reasonable belief that such leave is being misused or abused, may be required to provide the college, upon return, with a statement from a physician verifying the nature of the illness or injury, and verifying the employee's fitness to return to duty or probable date of return.
9. All sick leave rights or accumulations shall be canceled when an employee terminates employment with the district. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code (Section 22719).
10. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave and to ensure an authorized leave of absence

B. Donated Leave

Donated leave is paid leave of absence due to any condition making a unit member eligible for FMLA or verifiable illness, injury or other disabling condition of the employee, the employee's spouse, parent, child or any person permanently residing in the employee's household.

Employees who have successfully completed six (6) months in paid status shall be eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee, the employee shall exhaust leave in the following manner; members with more than 20 days or more of sick leave shall first consume 75% of their accumulated sick leave balance. Those members with less than 20 days shall first consume down to a balance of 5 days of sick leave before being eligible for consideration of donated sick leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee's spouse, parent, child or any person permanently residing in the employee's household, the employee shall exhaust leave in the same manner as in the above paragraph.

Employee's donating leave to another employee must have a leave balance of at least 10 days after donating sick leave. Requests for donated leave must be made by or on behalf of the employee, by submitting a completed Request for Donated Leave form (see Appendix) to the Director of Human

Resources/EEO, who will process all requests approved by the Donated Leave Committee pursuant to this agreement. In addition the applicant will be required to submit a medical verification of the need for this leave. The Director of Human Resources/EEO will forward the applicant's form to the Donated Leave Committee.

Requests for donated leave shall be made by the Director of Human Resources/EEO through a district wide notice.

Unit members may donate sick leave in increments of whole days (6 hours) to a specific eligible employee, by completing and submitting an **Offer to Donate** form (see Appendix) to the Director of Human Resources/EEO. Donors will be notified of the utilization of their donated leave. Potential donors may wish to verify with STRS/PERS whether their contribution will impact their retirement credit.

C. Bereavement Leave

1. Members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days [five (5) working days if over 200 miles round trip travel is required] per occurrence on account of death of any member of the member's immediate family.
2. "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, brother and sister of the employee or any person living in the immediate household of the member.
3. Any person utilizing bereavement leave under this Article shall notify the designated college office in advance of taking the leave, and may be requested to provide the college, upon request, with a verification of absence.

D. Use of Sick Leave for Personal Necessity

1. A unit member may be granted a maximum of seven (7) days leave of absence in any fiscal year without loss of pay in cases of personal necessity, upon approval of the Dean of Instruction or Dean of Students and confirmation of the decision of the Dean by the Human Resource Director. Three (3) days will be granted as privacy days in which the unit member may take personal necessity days as listed in paragraph 2 but does not have to indicate the reason on the approved District form. Four (4) days will be granted as personal necessity days but the reason must be indicated. All seven (7) days will be deducted from the member's accumulated sick leave.

The Human Resources Director shall have the authority to approve personal necessity leave for reasons not stated in paragraph 2 or when personal necessity leave is required beyond seven (7) days. These extra days shall not exceed fourteen (14) days in two consecutive fiscal years, whether using the preceding year or the following year in the two year calculation. In any one year, only three (3) of the days can be used as privacy days.

2. Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in 3 below); appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours; observance of a major religious holiday of the unit member's faith; matters relating to present or prospective employment; or parental responsibilities (as defined in 4 below) that cannot be scheduled outside of working hours.
3. "Member of immediate family," as used in this Section, means the husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchild, sister/brother, foster parent, step-parent, step-child, foster child, brother-in-law, or sister-in-law of the unit member or any other person living in the immediate household of the unit member, or having a similar close relationship which the District may accept as qualified. In the case of "any other person living in the immediate household or having a similar close relationship," the Human Resources Specialist shall have the authority to determine whether a relationship qualifies.
4. "Parental responsibility" is defined as having responsibility for:
 - a. An unmarried child from birth to the date he/she attains age 19.
 - b. An unmarried child at least 19 years of age to the date he/she attains 25 years of age provided the child is a full-time student and is principally dependent on the unit member for his/her support and maintenance.

An unmarried child will be considered an eligible dependent beyond the age specified above if on the date of attainment he/she is incapable of self-sustaining employment because of mental retardation or physical handicap and is principally dependent on the unit member for support and maintenance.
 - c. A "child" is the unit member's natural born or legally adopted child. An adopted child shall be considered a "child" from the moment the child is placed in the custody of the adoptive parents for adoption; or the unit member's stepchild who resides in the unit member's household in a regular parent-child relationship and is principally dependent on the unit member for his support and maintenance.
5. This leave specially shall not be used to extend holiday or break periods and does not include any recreational use nor any use related to union activity. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
6. Advance notification on the approved District form is required before personal necessity leave may be taken except in emergency cases of death, serious illness or accident, in which cases, the notification shall be as soon as reasonably possible.

E. Industrial Accident and Illness Leave

1. A certificated employee (except temporary and substitute employees) absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under worker's compensation insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not more than sixty (60) working days in any one academic year.
2. Industrial disability leave shall be granted from first day of disability.
3. Only absences which are supported by a doctor's certificate and have been verified by the district's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave. Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.
4. Should the employee's absence due to an industrial injury or illness extend beyond sixty (60) days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until he/she returns to duty, or until sick leave accrual has been used up, however, in no case to exceed a total of five (5) school months.
5. During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:
 - a. Industrial disability leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.
 - b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
6. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.
7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Superintendent/President or his designee authorizes travel outside the state.
8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

F. Pregnancy Disability Leave

Pregnancy Disability Leave shall be granted to regular and contract faculty members for up to four months. Leave can be taken before or after birth during any period of time the woman is physically unable to work because of pregnancy or a pregnancy-related condition subject to the provisions of the California Fair Employment and Housing Act and the California Family Rights Act.

G. Child Bonding Leave

Faculty members shall be provided child bonding leave in accordance with ED Code §87784.5

H. Quarantine Leave

Faculty members shall receive salary in full when quarantined by city or county health officials because of another's illness. If the member is not ill no deduction will be made from his/her sick leave.

I. Receipt of Court Processes

1. Jury Duty part of a day that the employee was responsible to provide service to the District.
 - a. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
 - b. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
 - c. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.
 - d. Employees are required to return to work during any day in which jury duty services are not required or on which such service is concluded in time for the employee to return for a class, office hour, or required meeting or service.
 - e. The District may require verification of jury duty time prior to providing jury duty compensation.
 - f. During any period an employee is receiving his/her regular salary for the District, he/she is required to endorse over to the District all payment made by the courts for jury duty for duty which occurred on any day or part of a day that the employee was responsible to provide to the District.
2. Receipt of Subpoena
 - a. A member who is issued a subpoena from a state or federal court is expected to comply with the criminal and civil laws of the United States and the State of California.
 - b. Within two (2) working days of receipt of a subpoena requesting the presence of the employee in a criminal, civil, or grand jury proceeding, the employee shall present the official court document which indicates the date of the court appearance to his or her first level manager.
 - c. Employees are required to return to work during any day in which he or she is no longer needed for the court proceeding, if concluded in time for the employee to return for a class, office hour, or required meeting or service.

- d. The District may require that the faculty member provide verification from the appropriate legal authority prior to providing compensation to the employee for the time in question.
- e. During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all payment made by the courts for witness service on any day or part of a day that the employee was responsible to provide service to the District.
- f. The District will compensate an employee with full pay and benefits for the first two days of an absence relating to a court appearance following the receipt of a subpoena. Following these two days, an employee will be required to take personal necessity leave to accommodate such court appearances.

J. Federation Leave

The President of the Federation or his designee shall have a maximum of three (3) days of release time to attend state and national conferences sponsored by the AFT/CFT. The request for this leave shall be made two (2) weeks prior to the event by submitting the request in writing to the President. The faculty member shall arrange coverage, subject to approval of the chief academic officer, of any duties which would normally occur during this leave.

K. Educational Leave, Authorization

1. A faculty member, upon request, and at the Board's discretion, may be granted a leave of absence for a period of up to one year **without pay** for the purpose of educational improvement. The District, upon request by the faculty member, may extend or renew his/her educational leave for one (1) additional year.
2. Faculty members on approved educational leave without pay shall be covered by the District for medical, dental, life and disability only.
3. At the discretion of the District, a faculty member may, with the approval of the Chief Instruction Officer, utilize sick leave for a maximum of seven days for educational purposes. If the faculty member believes that a request has been unreasonably denied, the member can then appeal to the Superintendent/ President for final resolution.

L. Research/Work Experience Leave

1. Any faculty member who is awarded a research grant may, at the Board's discretion, be granted, upon written request, a leave of absence **without pay** for a period not to exceed two (2) semesters or three (3) quarters, however, in no case less than one (1) semester, one (1) quarter, or the period of the grant. Any faculty member may be granted on request a research or work experience leave without pay when such leave is beneficial to the faculty member and the District.
2. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.

M. Long-Term Personal Necessity Leave

1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence **without pay** for personal reasons. The leave shall be granted for no less than one (1) semester or quarter, with the provision that such leave shall not extend beyond the end of the academic year in which the leave is granted.
2. Leaves of absence shall not be granted for the purpose of accepting employment elsewhere. Acceptance of employment elsewhere while on leave shall, unless otherwise provided for herein, be considered as resignation from the Feather River Community College District.
3. If the need for long-term personal necessity leave is no longer valid, the certificated employee must request reemployment by the District. If reemployment is not offered, the provisions of the immediately preceding paragraph shall be waived for the remainder of the semester/quarter.
4. The District, upon eight (8) weeks advance notice request by the faculty member, may extend or renew his/her long-term personal necessity leave for one (1) additional year.
5. The eight-week (8) advance notice stipulated above shall be waived in the event of documented protracted illness of a "family member" as defined in this agreement.
6. Faculty members on approved long-term personal necessity leave without pay shall be covered by the District for medical, dental, life and disability only.
7. Failure of a faculty member to return from authorized leaves shall constitute resignation of the faculty member from employment with the District and require reimbursement to the District by the faculty member for benefits included in Section 6 above for the period of leave.

N. Legislative Leave

A faculty member who is elected to the State Legislature or congress shall be entitled to an **unpaid leave** of absence for the length of the term or terms of office, not to exceed six (6) years.

1. The faculty member on such leave shall notify the District of an intended return at least four (4) weeks in advance.
2. The faculty member on such leave shall be entitled to return to employment at the end of the leave.

O. Military Leave

An employee shall be granted military leave in accordance with the provisions of the State of California Education Code, and of the Military and Veterans code. Request for military leave shall be submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave starting date, except in the case of state or national emergency.

P. Exchange Leave

The Board of Trustees may grant exchange leave to faculty members in accordance with the provisions of Education Code Sections 87422, 87423, and 87424.

Q. Sabbatical Leave

1. Criteria

Sabbatical leave may be granted to full-time unit members for the purpose of carrying out an approved program which will benefit the District, the students and the instructor. It is understood that sabbatical leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

2. Requirements

All provisions pertaining to sabbatical leaves will conform to statutory requirements.

3. Eligibility

Unit members shall be eligible for one (1) year of sabbatical leave after six (6) years of full-time service to the District. Said unit members shall be eligible thereafter for one (1) year of sabbatical leave upon the completion of each additional six (6) years of full-time service to the district. Paid medical leaves totaling not more than one (1) academic year shall not be considered as a break in service for the purpose of sabbatical leave; and such paid medical leave shall be included as service in computing sabbatical leave eligibility.

4. Application

Applications for sabbatical leave shall be on forms provided by the District and must be filed by March 1st of the year preceding the fiscal year for which the sabbatical leave is to become effective. A preliminary plan for the sabbatical leave period shall be submitted to the Sabbatical Leave Committee by the applicant for evaluation. Sabbatical grants shall be recommended to the Superintendent/President by the Committee. The Superintendent/ President shall make his recommendation, if appropriate, to the Board of Trustees. The District agrees to fund at least one sabbatical per year if recommended by the Committee.

5. Committee Membership

- a. The Sabbatical Leave Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate, and one (1) by mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.
- b. All members shall have equal weight in all respects, and a chairperson, whose function is nominal, is selected by the Committee as a whole at the beginning of each academic year.
- c. No member shall serve for more than four (4) years.
- d. One (1) new member shall be appointed each year. If a vacancy does not occur through normal attrition or through a self-disqualification by a member who intends to apply for a sabbatical

leave, the senior member will resign. If two (2) or more members are of equal seniority, some chance method, such as the drawing of straws, will be used to select the member who will resign.

- e. Sabbatical Leave Committee recommendations shall not be subject to the grievance procedure.
- f. The Committee shall work closely with the Dean and provide regular reports on the attainment of committee goals and the expenditure of funds. The Dean's concurrence shall be necessary for Professional Development Retraining and Sabbatical Leaves prior to recommending same to the Superintendent/President.
- g. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

6. Criteria for Evaluating Proposals

- a. Objectives of the proposal.
- b. Likelihood the objectives will be achieved.
- c. Evidence of pre-planning, acceptance, permits, documents, if possible.
- d. How the project will benefit the college/district.
 - 1) How many and which people will be affected.
 - 2) How many disciplines will be affected.
- e. Correlation of time asked for and the project.
- f. Seniority and quality of project will be weighed 50/50.

7. Salary Rate

- a. Sabbatical leaves may be arranged for one (1) year with a grant equal to 66-2/3% of the annual year's salary, or for one (1) semester with a grant of 100% of one-half year's salary to be effective for those applicants chosen for sabbaticals.
- b. The total compensation (district and non-district sabbatical compensation combined) must not be more than the total earnings had he/she not been on sabbatical leave. If the combined salary is greater, the district portion shall be reduced so the total earnings shall equal the amount of his/her earnings had he/she not been on sabbatical leave.

8. Salary Base

While on sabbatical leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation (amount). Salary for sabbatical

leave shall be paid in the same manner as that paid during regular service (timing and method of payment).

9. Credit on Salary Schedule and Benefits

Sabbatical leave shall count for salary increment and for retirement benefits.

10. Service Obligation

Recipients shall contract to serve the District for two (2) years after completion of a sabbatical leave. The grantee shall indemnify the District against loss in event of failure to render two (2) years service after return from sabbatical by furnishing suitable bond, or by executing a contract in form approved by the Board of Trustees binding the employee to return for at least two (2) years.

11. Illness - Injury - Death

In case of injury to, or illness of the unit member during the sabbatical leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave shall apply. If death prevents the unit member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of two (2) obligatory years of service, illness or injury, qualifying unit members for disability retirement shall exempt him/her from further obligations relative to the sabbatical leave.

12. Sabbatical Leave Report

Unit members returning from sabbatical leave shall be required to submit to the Superintendent/President in writing, by October 1 in year of return from sabbatical leave, two (2) copies of a report describing in detail the learning activities that took place during the sabbatical leave, and the concomitant benefits accrued to him/her and to the District. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report. Upon agreement of individuals involved, a copy of the report shall be filed in the college library. Where appropriate, an oral presentation is encouraged to faculty, students and community.

R. Retraining Leave

1. Purpose of Retraining Leave

The District may provide a retraining leave to a unit member. The purpose of a retraining leave is to provide the opportunity of retraining for current contract regular faculty members currently teaching in an area of low viability who wish to achieve competency in another faculty service area and thereby earn that credential.

The District may direct a faculty member to undertake such a training leave because of low enrollment in his/her current discipline. Such direction may be refused by the faculty member. In this case the faculty member shall not be subject to Sections 3, 4, 5 below; however such refusal may cause the District to invoke action under Article 23 hereof.

The faculty member receiving such a retraining leave will be required to enroll in an accredited four-year college or university, or other specific program acceptable to the District, which will

qualify the individual to teach per California requirements in the authorized subject matter area approved by the District.

The faculty member must have been employed by the District as a contract/regular employee for at least four (4) years prior.

2. Return to Service

Upon return to service following a retraining leave, the District shall make every effort to assign the faculty member to a teaching position in the new area of certification.

3. Application

Application for retraining leave shall be on forms provided by the District and must be filed by December 1 or June 1 of the term preceding the academic year for which the leave is to become effective. Evidence of application to an educational or retraining program acceptable to the District must accompany the application for leave.

A certificated employee may apply for retraining leave provided the faculty member has not taken any other paid Professional Development leave during the three (3) years preceding application for retraining leave.

4. Committee Membership

- a. The Professional Staff Development Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/ President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate and one (1) by mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.
- b. The Committee shall work closely with the Dean and provide regular reports on the attainment of committee goals and the expenditure of funds. The Dean's concurrence shall be necessary for Professional Staff Development Retraining and Program Development Leaves.
- c. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.
- d. All members shall have equal weight. The chairperson shall be selected by the Committee as a whole at the beginning of the academic year.
- e. Any Committee member applying for a retraining leave shall resign from the Committee. One (1) new faculty and one (1) new administrative member shall be appointed each year. If a vacancy does not occur through normal attrition, the senior member will be replaced.

5. Criteria for Acceptance of Leave Application

- a. Likelihood that certification will be achieved in no more than one (1) semester.
- b. Evidence that faculty member has been accepted in an education/retraining program acceptable to the District.
- c. Evidence that faculty member with new certificate can fulfill assignments in teaching areas needing additional staff.

6. Salary Rate

Retraining leave pay will be based on 100% of the approved leave portion of the employee's regular contract.

In the case of a faculty member who retrains within a program or agency conducted by a private business enterprise or other non-academic agency acceptable to the District, the District shall pay the difference between his/her FRC salary and the salary of the non-academic institution, not to exceed 100% salary. Pursuant to STRS regulations, faculty members will not be eligible for full-time (1.0) service credits. While on retraining leave, the certificated faculty member shall not be assigned an extra service assignment.

7. Salary Base

Salary percentage for retraining leave shall be paid in the same manner as that paid during regular service.

8. Credit on Salary Schedule and Benefits

Four-year college or university units only, earned while on retraining leave, shall count toward advancement on the salary schedule upon receipt of the official transcripts from an accredited institution.

October 15 of each year is the final date for submission of official transcripts for payments in the same academic year if applicable.

9. Service Obligation

Recipients shall contract to serve the District for a period equal to twice the length of the leave after completion of a retraining leave. The grantee shall indemnify the District against loss in the event of failure to render such a period of service after return from retraining leave by furnishing suitable bond, or by executing a contract in the form approved by the Board of Trustees binding the faculty member to return for at least the above period.

10. Grievance

Procedural violations only of this Article shall be subject to the grievance procedure.

11. Faculty Revitalization

a. Goal

Both parties are committed to the establishment of a series of programs, which will enhance and promote professional development among FRC faculty.

b. Funding

If state funds designated for staff development become available during the term of this Agreement, the FRCFT shall make recommendations to the Superintendent/President for the use of those funds. (See Sections R and S.4.)

R. Short Term Leave Of Absence With Pay

A unit member may be granted a one-day leave of absence per academic year with pay for purposes, which need not be stated. Advance notification on the approved District form is required unless circumstances do not permit; in which case, the notification shall be as soon as reasonably possible. This one-day leave of absence may not be used to extend holiday or break periods and does not include any recreational use nor any use related to union activities.

S. Special Wellness/ Educational Leave

1. A faculty member, upon request, and at the District's discretion, may be granted a leave of absence for up to sixty (60) days without pay for the purpose of enhanced employee wellness and educational improvement.
2. In order to be considered for a special educational leave, a faculty member must make a formal request which includes the nature of the leave, the dates of absence, and suggestions for a qualified substitute. It is the faculty member's responsibility to identify a qualified substitute for all classes missed.
3. In considering a faculty member's request, the District will evaluate the future benefit to the campus as a whole. A granted request for Special Wellness/ Educational Leave will be non-precedent setting. In addition, the District is under no obligation to repeat the approval for a similar request.
4. The District may require the faculty member to share knowledge gained on such a leave as apart of a subsequent professional development activity.

T. Unauthorized Absence from Duty

It is the responsibility of a unit member to maintain and post their schedule, pursuant to Article 16, Section A, 5. An unauthorized leave of absence is defined as failure to report to work as scheduled, without proper notification. Proper notification is defined in Section B above: except in case of emergency, the unit member shall notify the college designated office prior to scheduled duty time on the workday of any leave of absence.

The parties agree that an unauthorized leave of absence, one which exceeds two (2) working days beyond any approved leaves granted pursuant to this agreement, may lead to disciplinary action. Any unauthorized leave of absence that exceeds five working days will constitute “abandonment of position” and may lead to further disciplinary action, up to and including, termination.

The District and Federation understand that emergencies and events beyond a unit member’s control are always a possibility. Therefore, before any action may be taken regarding an unauthorized leave of absence, the District and Federation agree to do the following:

- The District will immediately contact the President of the Federation, or authorized representative, regarding an unauthorized leave of absence.
- Every possible attempt to contact a missing faculty member will be exhausted. This includes:
 - Attempting to reach the member with all known phone numbers.
 - Contacting all “emergency contacts” on file within the District Human Resources office.
 - Working with the Federation to exhaust all possible avenues of notification.
- All faculty members will be provided with due process in accordance with the applicable collective bargaining agreement and education code.

ARTICLE 28
REDUCTION TO PART-TIME EMPLOYMENT STATUS
(Reduced Workload Program)

A. Program

1. The Feather River Community College District may provide a program in accordance with Section 87483 of the Education Code.
2. Individual agreements may be developed for participation in the program for a period not to exceed ten (10) years.
3. The period of such part-time employment shall not exceed ten (10) years.
4. Over the period of an employee's early retirement agreement, he/she will not be permitted to serve less than a .5 load or less than the equivalent of one-half (1/2) the number of days of service required by the employee's assignment during the final year of service in a full-time position. The percent of load and number of days to be served shall be specified in each individual agreement.

"Extra Service" assignments may be made by mutual agreement.

5. Professional service requirements shall be reduced by the reduction in load

6. An individual agreement and program participation may be revoked by mutual consent of the employee and the District. Revocation shall be agreed to at least six (6) months prior to a return to full-time assignment.

B. Qualifications

To qualify for this program an employee must have met the following requirements prior to the reduction in service:

1. Ten (10) years of full-time academic service in California of which the immediately preceding five (5) years were full-time in the Feather River Community College District.

2. During the period immediately preceding a request for a reduction in workload, the employee must have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

3. The employee shall be fifty-five (55) years of age or over before the beginning of the term in which his reduced employment commences.

C. Application and Approval

1. Qualified, interested employees shall initiate this procedure by formal written request to the college Superintendent/President.

2. Initial requests for the subsequent academic year shall be received by the college Superintendent/President no later than November 15th for implementation in the following Fall semester or quarter, and no later than June 1st for implementation in the following Spring semester or quarter.

3. The Superintendent/President shall respond to the reduction in load request no later than February 1st.

4. All participants in the Reduced Workload Program must be approved by the Board of Trustees upon recommendation of the College Superintendent/President.

5. Individual agreements will be developed for each approved applicant.

6. A qualified employee denied a reduced service agreement shall be given equal consideration with other applicants upon any subsequent application for reduced services.

D. Salary and Fringe Benefits

1. Compensation for participants shall be a pro-rated percentage of the salary the employee would have been earning had he/she not been approved to participate in this program, but the employee shall retain

all rights and benefits for which he/she makes payment that would be required if he/she remained in full-time employment.

2. The employee will receive full health benefits while employed by the District under provisions of this Article.

3. Longevity increments shall remain at their regular rate, regardless of percentage of reduced workload.

E. State Teachers' Retirement System

1. Both employee and the District shall make contributions to the State Teachers' Retirement System based on the compensation which would have been earned by the employee had he/she continued in full-time employment with the District, the employee will receive the credit he/she would receive if he/she had been employed on a full-time basis.

2. The employee is subject to conformance with regulations established by the State Teachers' Retirement System.

ARTICLE 29 RETIREMENT

A. Definition of "Full Retirement"

"Full Retirement" means withdrawal from active service with a retirement from the State Teachers' Retirement System (STRS). "Full Retirement" does not preclude employment by, with, or in the District.

B. Retirement Benefits

1. Previous Retirees

An employee who retired previous to August 1, 1995 shall receive the retiree benefit in effect at the time of their retirement, or its reasonable equivalent as available to the District.

2. Retirement on or after August 1, 1995

An employee who retires on or after August 1, 1995 will receive a retirement health benefit per this policy.

a. An eligible employee is one who is:

- 1.) Retired under STRS or PERS.
- 2.) At least 50 but less than 65 years of age.
- 3.) Participant in District's medical insurance plan in year prior to retirement.
- 4.) Hired after August 20, 1990 but prior to August 1, 1994 (J. Andrews, J. Plankey, and M. Welser.)

- b. Duration of benefit is based on each full year of service (ten or more months per year), or its prorated equivalent to full time assignment, (e.g. forty hours per week for classified, thirty contact hours per year for teaching faculty, equivalent for administrators), in which the retiree was eligible to be covered by the District's medical insurance benefit:

<u>Years of Service</u>	<u>Maximum Benefit Duration</u>
<5	No benefit
5	1 year
6	1 year, 2 months
7	1 year, 5 months
8	1 year, 7 months
9	1 year, 9 months
10	2 years
11	3 years
12	4 years
13	5 years
14	6 years
15	7 years
16	8 years
17	9 years
18 or more	10 years

c. Retiree Health Benefit Credit:

- 1.) Beginning in 1995-96 an eligible retiree will receive a \$200 per month credit toward the purchase of medical insurance. The credit must be applied to medical insurance excluding life, dental, vision and psychological insurance coverage. Each year after 1995-6 the monthly value of the benefit credit shall be increased on July 1 by the percent of investment income earned on the retiree medical benefit fund in the preceding fiscal year.
- 2.) The retiree may, pursuant to the District's insurance JPA policies, apply the credit towards participation in any plan the JPA makes available to retirees OR may be reimbursed up to the credit limit for participation in a non-district JPA plan upon verification of insurance coverage and proof of premium payment.
- 3.) If the actual monthly cost of the selected medical coverage is greater than the credit value the retiree shall pay the difference. If the cost of the insurance is less than the credit value the retiree shall not receive the difference in a cash payment but will receive dollar for dollar credit to extend the duration of benefit beyond that earned per section B 2 above.

d. Insurance Participation With Or Without Credit:

A retiree regardless of age, pursuant to the District's insurance JPA policies, may purchase at their own expense any insurance plan offered by the JPA to retirees including coverage for the retiree's spouse and/or dependents.

3. A retired employee who is ineligible for a health benefit credit towards medical insurance may, pursuant to the District's JPA policies, participate at their own expense in any insurance plan including

vision, dental, life and psychological services insurance available to them by the District's insurance JPA. Such participation may include coverage for the retiree's spouse and/or dependents if allowed by the JPA policies.

4. A surviving spouse and/or surviving dependents may, pursuant to the District's insurance JPA policies, participate in any insurance plan the JPA allows at their own expense.

5. The District shall establish a retiree medical benefits reserve fund to fully fund the benefits contained in this policy. The fund will need to be sustained with the following investments:

1995-6	\$ 20,500
1996-7	\$ 41,000
1997-8	\$ 50,000
and each year thereafter	

6. The District shall pay to a retiree at the time of retirement, on a one-time basis, an amount equal to the first year retiree medical insurance credit for voluntarily withdrawing from all future benefits granted under this policy. The retiree must notify the district in writing 90 days prior to retirement that he/she wishes to exercise this option in lieu of future benefits. Payment shall be made in twelve equal payments beginning in the month the employee is dropped from the regular employee health plan.

7. A committee consisting of two representatives of each employee group (Faculty¹, Classified, Classified Confidential/Supervisory, Management) shall review, every third year, the sufficiency of the District's annual investment in the retiree medical benefit fund to pay for the retiree benefit, and to recommend any change in the investment necessary to maintain the fund to ensure the continuance of the benefit credit to current and future retirees.

8. Eligible Dependents: Coverage ceases for dependents upon the death of retiree except in certain circumstances where federal law (COBRA) mandates an extension of coverage. In case both husband and wife are eligible retirees, coverage shall continue until the death of both. Additional costs to retiree to cover eligible dependents and/or spouse shall be borne by retiree and determined by the District's plan rate structure at the time of retirement.

Public Law 99-272, Title X ("COBRA" Law) is made a part of this Section for purposes of communication.

C. Retirement Plans - State Teachers' Retirement System (STRS)

1. Eligibility, allowances, benefits, rights and obligation under the (STRS) system are those as determined by STRS.

¹ Participation by the FRCCT on this committee should not be construed as a waiver, express or implied, of FRCCT's statutory right to bargain over retiree health benefits. Article 27 Section 2 does not apply to the 18 faculty hired prior to 1990 who are parties to the settlement Agreement of unfair practice charge S-CE-1696g

2. It is the employee's responsibility to communicate with STRS; obtain information from STRS; prepare documentation for STRS; and provide information, notification, application and all other documentation to STRS.

3. The employee's "final compensation" calculation for STRS benefit purposes shall be STRS standard calculation of the average of the employee's three highest consecutive years salary.

D. Retiree Benefit Contribution

1. A "Retiree Benefit Contribution" is to be paid, to the following "non-Peralta" faculty members: Welser, Andrews, Plankey, and Connell. No future faculty hires are to be eligible under this provision.

2. The above stated faculty members are eligible to receive the "Retiree Benefit Contribution" of \$100 per month per ten month contract period beginning July 1, 1996, (\$1,000 per year per eligible employee) through salary increase and payroll deduction. This stipend is to remain in effect for said members during their entire future employment with the District.

3. The above amounts for the participating members are to be deposited by the employee in individual 403(b)7 accounts and are to be matched with equal additional amount contributed by the employee and deducted from each faculty member's monthly salary (e.g. \$100 District contribution through salary increase, \$100 employee contribution, \$200 total 403(b)7 deduction). It is the individual employee's responsibility to establish and maintain the 403(b)7 account in order to be eligible for the salary increase created by this "Retiree Benefit Contribution." The District shall not in any way be responsible for establishing or monitoring individual employee's activities related to any such account, benefit or salary increase, except for the verification of the initial establishment of the account, which shall be necessary to create the \$1,000 per year salary increase.

4. The "Retiree Benefit Contribution" is to be increased by all faculty salary schedule increases (COLA, % increase, revenue sharing, etc.) received in the future, from whatever source or mechanism.

ARTICLE 30 EARLY RETIREMENT INCENTIVE

This article shall apply only to faculty members hired after August 20, 1990.

A. A payment to the retiree based on the unit member's on-load 10 month current salary (salary in the year notice of early retirement is given) minus the existing Column D, Step 3 rate for academic faculty will be made by the District.

Example: If a unit member's on-load 10-month salary excluding longevity is Column E Step 18, then the retiring faculty member will receive a one time lump sum payment equal to Column E Step 18 minus Column D, Step 3 in the first year of retirement pursuant to the schedule in Section D below.

- B. Notification to the Superintendent/President or his/her designee must be made by the faculty member of his/her intention to retire early by March 1 in the year prior to early retirement.
- C. All faculty members with ten (10) or more years of service in the District are eligible to participate provided they conform to this Article and enter into a qualified retirement program (STRS/PERS). Service shall be calculated from the first day of hire to the final day of employment; and if not continual service, appropriate deductions shall be made. Termination for cause, resignation and retirement are considered breaks in service for the purpose of this Article.
- D. Faculty members shall be eligible for 100% of the payment as enumerated in Section A above, if the employee is 59 years of age but not less than 55 years. Such payment shall be a one-time lump-sum payment pursuant to the following schedule:

55 to 59 years of age	100%
60 years of age	80%
61 years of age	60%
62 years of age	50%
- E. Age shall be determined as of July 1st of the fiscal year of retirement.
- F. Payment for early retirement shall be made on the September payroll cycle paid on the last day of the month, during the year of retirement or later if the faculty member and the District agree to delay payment to a later date in the year of retirement.

**ARTICLE 31
SUMMER SESSION**

- A. Selection of Faculty
 Summer session faculty (for traditional academic year-10 month-175 days) shall be selected by mutual consent of the instructor and the Chief Instructional Officer (CIO) on the following priority basis:
 1. Contract* or regular academic employees who were employed during the preceding summer session;
 2. Contract* or regular academic employees who were not employed during the preceding summer session;
 4. If a faculty member is not selected in the above order, the CIO, upon request of the faculty member, shall provide a written statement to the person explaining the reason(s) for his or her nonselection.
 5. Compensation for summer session faculty shall be in accordance with the Overload Academic Salary Schedule, Appendix A-2, except for 11 or 12-month employees filling their regular load.

11 or 12 month faculty members shall be paid full load for all duties within their 11 or 12 month contract.

6. Summer session faculty may be offered more than one course during a summer session.
7. The District and Federation agree to meet and confer over the potential effect(s) of an alternate calendar on faculty contract assignments.

* Contract employees in this example are Tenure Track Full Time Faculty.

ARTICLE 32 FACULTY SERVICE AREAS

- A. The District agrees that Faculty Service Areas shall be used for layoff purposes only. The District will utilize the latest Minimum Qualification list provided by the State Chancellor's Office. (Appendix C-2)
- B. The District shall update the Seniority/Faculty Service Area list each fiscal year by October 1 of each year.

ARTICLE 33 PROFESSIONAL DEVELOPMENT ADVANCEMENT

I. Philosophical Principles

Community college reforms have directed attention to the need to change basic assumptions about the position of faculty on college campuses. Particularly since the passage of AB 1725, districts have begun to use more traditional college models to change the position of faculty in the determination of academic and professional areas of governance. Many districts have also begun to reassess the way in which their faculty are evaluated for professional advancement. Faculty in higher education institutions are evaluated on the basis of their professional degrees, research work, and publishing. This district now recognizes the need to broaden the existing criteria for advancement to include other forms of professional training long recognized by other community college districts and four-year colleges.

It is the committee's contention that a broad range of learning experiences qualify faculty members for advancement on the salary schedule. The value of these learning experiences must be seen as either a benefit to: the college, the students, and either the depth or breadth of the professional development of the individual faculty member. This policy shall apply to full-time faculty and shall be used to permit advancement on their salary schedules.

II. The Policy

Feather River Community College District recognizes that its faculty have improved themselves professionally and should thus advance on the salary scale through the following avenues:

A. Retroactive Credit

Units can be awarded retroactively to current faculty, based on professional work since the time of their employment with the district. Procedure for application is specified under II E: General Procedures. Retroactive credit will be limited to 9 total units.

B. Upper and Lower Division Units Received from Accredited Colleges and Universities—Credit will be accepted where units:

1. are shown to broaden the instructor in the area of his or her current or proposed future assignment;
2. contribute to a breadth of knowledge valuable for professional development.
3. are approved by the Academic Standards & Practices Committee and the CIO.
4. are not submitted and approved by the same individual. Members of the Academic Standards & Practices Committee are required to excuse themselves from the review and approval process if their personal application is submitted and reviewed.

C. Banking of Hours

1. Hours may be banked from workshops and seminars for which credit is not given. Banked hours may be accumulated until they equal 54 hours, at which time one unit of advancement credit will be given.
2. Approved hours will be forwarded to the personnel office to keep documentation on each faculty member's banked hours. Upon presentation to and verification by the Academic Standards & Practices Committee, the prescribed units will be awarded toward advancement on the salary schedule.
3. Prior approval of seminars and workshops is essential to ensure credit.
4. When 54 hours are accumulated, it is the responsibility of the faculty member to apply for one unit of credit.

D. Other Kinds of Professional Development

1. Field Work (i.e., archaeological dig)
2. Special Service to the College—(i.e., a special project, non-compensated)
3. Conferences and Workshops
4. In-Service Training
5. Job Shadowing—This program enables a faculty member to work with an expert or professional whose activity is related to the faculty member's concern. Example: A faculty

member sets up a program to "shadow" a university professor or an expert from the private sector.

6. Job Exchange—This program involves a work exchange from a college-based position to an outside agency, public or private, that is related to a faculty member's field. Examples: a) A private firm arranges with the college for one of its employees to work here while a faculty member here takes a job with the firm; and b) A faculty member arranges to teach at a four-year institution while a faculty member from that institution teaches here.
7. Professional Organization Activity—This program enables a faculty member who participates in outside professional organizations in an ongoing leadership role to gain professional credit. Example: A faculty member who is an officer with the statewide Academic Senate or the Faculty Association of the California Community Colleges (FACCC) is rewarded.
8. Publications with Educational Value—With this program the faculty member receives credit for published articles of educational value, for the preparation of a paper, and for the production of written works with creative merit. Example: A faculty member is rewarded for his/her novel publication.
9. New Assignment—This program permits a faculty member either to retrain or to prepare for the assumption of a position or situation not previously experienced. Example: A faculty member creates a new course or a program and is rewarded for the extra work.
10. Production of Educational Materials—Under this program the faculty member gains credit for the development of original materials intended for classroom use, whether the materials are for the laboratory or large lecture halls. Example: A faculty member develops educational materials beyond those usually expected for classroom use.
11. Approved Courses or Programs in Foreign Countries

E. General Standards

The CIO will review each case administratively and give approval or disapproval. The faculty members of the Standards & Practices Committee will review all cases that the dean chooses to refer to the committee for a recommendation.

All of the above will be considered on the basis of 54 hours of work equal to 1 unit of advancement credit. In addition, no service for which compensation (wages paid by the college) was received (except sabbatical leave and job exchange) will be considered.

For new faculty, placement on the column level shall be based solely on units completed after the Bachelor's degree. Previous experience is considered part of the breadth of training that contributed to the hiring of the employee and is not to be applied to advancement on the salary schedule. Professional development (other than credit units) work will be considered from the time of employment by the district for future advancement. Where foreign degrees are granted a comprehensive study must be made as to the American equivalent (i.e., International Education

Research Foundation, Inc. in Los Angeles, a consulting firm, is recommended by the CCC Chancellor's office).

F. General Procedures

1. Application for professional advancement credit shall be made to the CIO for final approval or disapproval. A copy of the application for Alternative Methods of professional advancement credit shall be made to the Standards and Practices Committee prior to the submission to the CIO. The application shall include the following:
 - a. a letter outlining the proposal with supporting reasons and materials;
 - b. a summary of the activity.
2. Pre-approval of any professional advancement activity must be received in advance.
3. One semester unit of credit may be granted for each 54 hours spent in that specific activity for salary schedule advancement.
4. A maximum of nine units of salary advancement credit may be for any one school year.
5. No more than twelve alternative method credit units may be used in moving from one salary scale to the next higher.
6. Final documentation must include a work and time schedule which describes the nature of the activities, the time involved, and a scholarly report describing how the outcome of the activity contributed to the instructor's professional development in his/her discipline.
7. Faculty members have until October 15 to submit materials for professional advancement credit for that year. The District will respond in writing to such materials by December 15 of that same year. The District agrees that any such materials that are subsequently approved and that result in a change of column placement will result in retroactive payment of the salary difference back to the beginning of the fall semester in which the materials were submitted
8. Materials that are submitted and NOT approved may NOT be resubmitted in subsequent semesters unless both parties, the District and the Federation agree otherwise
9. Any advancement on the salary schedule will be straight across the column(s) and will not result in any step advancement regardless of the number of years of service with the District

III. Alternative Methods

A. Descriptions

1. Job Shadowing

This program enables a faculty member to work with an expert or professional whose activity is related to the faculty member's concern. Example: A faculty member sets up a program to "shadow" a professor at UCI, or an expert from the private sector.

2. Job Exchange

This program involves a work exchange from a college-based position to an outside agency, public or private, that is related to a faculty member's field. Examples: 1) a private firm arranges with the college for one of its employees to work here while a faculty member here takes a job with the firm; and 2) a faculty member arranges to teach at a four-year institution while a faculty member from that institution teaches here.

3. New Assignments

This program permits a faculty member either to retrain or to prepare for the assumption of a position or situation not previously experienced. Example: A faculty member creates a new course or a program and is rewarded for the extra work.

4. Publications

With this program, the faculty member receives credit for published articles of educational value, for the preparation of a paper, and for the production of written works with creative merit. Example: A faculty member is rewarded for his/her novel publication.

5. Production of Educational Materials

Under this program the faculty member gains credit for the development of original materials intended for classroom use, whether the materials are for the laboratory or large lecture halls. Example: A faculty member develops educational materials beyond those usually expected for classroom use.

6. Professional Organization Activity

This program enables a faculty member who participates in outside professional organizations in an ongoing leadership role to gain professional credit. Example: A faculty member who is an officer with the Faculty Association of California Community Colleges (FACCC) is rewarded.

7. Other Proposals

B. Guidelines

1. Job Shadowing

a. Nature of Work

- (1) This alternative is associated with observing, evaluating, and working with an expert or professional whose occupation is related to the faculty member's academic specialty, and which augments or enhances the faculty member's understanding of his or her field.
- (2) Job shadowing must correlate to a faculty member's assignment and must be deemed to have value to students and/or the Feather River Community College District.
- (3) The "expert or professional" who is shadowed must not be employed or remunerated by the district or be actively engaged in a joint business venture with the faculty member.
- (4) Examples of job shadowing could be as follows:
 - (a) Political Science—A faculty member assists a county supervisor or state assemblyman in the day-to-day operations of local or state government.
 - (b) Psychology—A faculty member observes or assists a licensed professional in the field of mental health at a public institution or private venue.
 - (c) Chemistry—A faculty member observes or participates in a public or private project meant to employ practical applications of scientific theory.
 - (d) Vocational—A faculty member observes or works in conjunction with a professional in the faculty member's field to enhance his or her management skills or by applying new techniques.

b. Standards for Receiving Credit

- (1) A faculty member may shadow one or more persons in the process of accumulating hours for credit approval; however, no one expert may be job shadowed for more than 3 units of credit.
- (2) The general standards apply.

2. Job Exchange

a. Nature of Work

- (1) This program enables a faculty member to gain professional credit by exchanging jobs with a person in a teaching or non-teaching position at an outside district agency, public or private.
- (2) The participation in this exchange must be related to the faculty member's instructional discipline or assignment.
- (3) This exchange must involve opportunities of benefit to the faculty member, the student and the college.

- (4) The person from the outside agency must hold credentials necessary to assume the faculty member's position, or be able to meet the equivalency standards.
- (5) Salaries need not be exchanged. The faculty member will receive normal salary payments from the district. The outside agency will agree to pay its employee a regular salary.
- (6) Work of the faculty member must be directly and adequately supervised by a person with superior knowledge in the field of employment.
- (7) The length of the working arrangement will be negotiated, but it must be on a full-time basis. The approximate number of hours for completion must be submitted for approval at the submission of the application.

b. Standards for Receiving Credit

- (1) A member is eligible to apply for job exchange credit after completing two years of full-time teaching in the district.
- (2) The number of hours to be scheduled for the fulfillment of this exchange must be declared at the time of application.
- (3) Active participation is required.
- (4) The supervisor in the field of employment must submit an evaluation of the faculty member.
- (5) The general standards apply.

3. New Assignments

a. Nature of Work

- (1) This program is designed for augmenting or enhancing an instructor's knowledge and understanding of innovative curriculum or teaching/learning technologies. Examples would include writing across the curriculum, or other interdisciplinary courses, infusing multi-culturalism into science or math, classroom assessment training, learning styles, etc.
- (2) This program may also allow instructors to develop course outlines, syllabi, and materials for new courses in their subject areas.
- (3) All programs must involve opportunities for growth in subject areas.
- (4) Any faculty member undertaking a new assignment must be approved by the college, or the district, or state mandates to qualify for this program.

b. Standards for Receiving Credit

- (1) At the time of submission for approval, the approximate number of hours required for completion must be declared.
- (2) Any faculty member desiring to receive credit for preparation of a new course must receive approval from the Curriculum Committee prior to submission to the Academic Standards and Practices Committee.
- (3) The general standards apply.

4. Publications

a. Nature of Work

New and current faculty may receive professional advancement credit for publications in the field of the respective faculty member's work or for work which otherwise may have significant positive effect on any of the college's programs and/or courses. An English teacher, therefore, may receive professional advancement credit for work within his/her profession or for work outside his/her profession if it improves the respective curricular field. For example, an English teacher may have written a text for which he/she may receive credit; however, another English teacher may have written a significant publication in the field of child development—which should also receive credit, since it is a discipline the college offers. Moreover, the publication as here defined shall not necessarily be defined as a "professional" text, but may also include books for popular consumption that put forth opportunities for significant dialogue in the college community. This may on occasion include fictional works, but most often would be a non-fiction work.

b. Standards for Receiving Credit

- (1) Professional advancement credit shall be limited for each publication and shall be distributed as follows:
 - (a) Text, book: 6 units.
 - (b) Journal article or paper presented at a symposium: 1-3 units, depending on the length and scope of the article or presentation as determined by the Academic Standards and Practices Committee.
- (2) The general standards apply.

5. Production of Educational Materials

a. Nature of Work

In general the task of producing educational materials for classroom use should be part of the minimum requirements of an instructor and no advancement credit should be derived

from such activity. There may be cases, however, in which the production of certain educational materials will involve extraordinary amounts of time and effort on the part of an instructor, and in these cases advancement criteria might be an appropriate reward.

b. Standards for Receiving Credit

(1) Some possible examples of qualifying materials might include:

- (a) A course syllabus, rather than being simply a timeline of topics covered and a statement of grading criteria, might be of such detail that it would rival textbooks on the subject.
- (b) The development of a new course may be at the request of the district and the employee should be offered either a stipend or advancement credit for the work.
- (c) Educational materials may be designed so that they will be used by all instructors in a particular department rather than just by the authoring instructor.
- (d) Development of a new laboratory class may include the design of numerous experiments, each involving equipment setup instructions, experimental procedures, analysis procedures, laboratory report design, safety procedures and more. In addition, equipment must be acquired, set up, and tested. This process can be extremely time-consuming.
- (e) Development of interactive or tutorial computer programs for instruction. The development of commercial software programs easily run into many thousands of dollars. Such efforts will be beyond what can reasonably be expected of an instructor.

(2) The general standards apply.

6. Professional Organization Activity

a. Nature of Work

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

b. Standards for Receiving Credit

- (1) The purpose of the organization and the goals related to the faculty member's responsibilities must be clearly outlined in the proposal.
- (2) The approximate number of hours to be scheduled for the fulfillment of this leadership role must be declared at the time of application.
- (3) The general standards apply.

7. Other Proposals

a. Nature of Work

- (1) This alternative is associated with providing the CIO and Academic Standards and Practices Committee with proposals which do not parallel the standard alternative method guidelines.
- (2) Proposals for salary advancement credit must correlate to a faculty member's assignment and must be deemed to have value to students and/or the district.
- (3) Proposals for salary advancement credit must augment or enhance the faculty member's understanding of his or her field.

b. Standards for Receiving Credit

The general standards apply.

**ARTICLE 34
PAST PRACTICE**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provision of this Agreement, such practice and procedures which are outside the scope of mandatory bargaining are discretionary with the District.

**ARTICLE 35
COMPLETION OF NEGOTIATIONS**

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

B. During the term of this Agreement, the Board and FRFT expressly waive and relinquish the right to bargain collectively on any matter:

1. Whether or not specifically referred to or covered in this Agreement;
2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
3. Even though during negotiations the matters were proposed and later withdrawn;
4. This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by the Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.
5. This Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or reopeners during the term of this Agreement.

**ARTICLE 36
DURATION**

- A. This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2019.
- B. No later than one hundred and twenty (120) days prior to the expiration of this Agreement, the Governing Board, upon request by FRCFT, agrees to begin negotiations on a successor agreement.
- C. The provisions of this Agreement shall remain in effect pending negotiation of a successor agreement.

IN WITNESS WHEREOF, the District has approved this Agreement and has caused it to be signed by the President of the Board and the Superintendent/President of the District, and FRCFT has approved this Agreement and caused it to be signed by its officers.

FOR THE GOVERNING BOARD:

FOR THE FRCFT:

DATED:

DATED:

QUINCY, CALIFORNIA

APPENDICES

Appendix A-1 Academic Salary Schedule	85
Appendix A-2 Academic Overload Salary Schedule.....	86
Appendix A-3 Academic Salary Schedule—Column Placement Procedure.....	87-88
Appendix A-4 Academic Salary Schedule—Step Placement Procedure	89-90
Appendix A-5 Contract and Regular Faculty—Advancement on the Salary Schedule	91-92
Appendix A-6 Longevity Increments and Doctoral Stipend	93
Appendix A-7 Performance Stipends	94
Appendix A-8 Division Chairs	95-96
Appendix A-9 Agricultural/Equine Department Chair.....	97-98
Appendix A-10 Academic Senate President.....	99
Appendix A-11 Mini-Corps Director.....	100
Appendix A-12 Incarcerated Students Program Director	101
Appendix B-1 List of Full-time Faculty by (Seniority Dates, FSAs, etc.)	102-103
Appendix C-1 Evaluation Documents	105-106
Appendix D-1 Request for Donated Leave.....	107
Appendix D-2 Offer to Donate Leave	108
Appendix E-1 Faculty Professional Service	109-110
Appendix F-1 Contract Calendar	111

Appendix A – 1

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

ACADEMIC SALARY SCHEDULE

**ACADEMIC YEAR SALARIES
JULY 1, 2016 – JUNE 30, 2017**

RANGE NUMBER	A	B	C	D	E
1	52,342	52,788	56,040	59,224	62,510
2	54,931	55,371	58,617	61,963	65,076
3	57,576	57,942	61,256	64,413	67,571
4	60,164	60,585	63,758	66,915	70,070
5	62,714	63,100	66,258	69,416	72,638
6	65,292	65,613	68,819	71,978	75,139
7	67,797	68,246	71,317	74,487	77,630
8	70,353	70,666	73,822	76,989	80,201
9	72,900	73,231	76,297	79,551	82,711
10		75,773	78,781	82,054	85,210
11			81,273	84,558	87,774
12			82,433	87,059	90,265
13				88,234	91,496
14				89,284	92,587
15					93,370
RETIREE BENEFIT CONTRIBUTION					
Connell, Kokosinski (Plankey)					
Pursuant to Article 29 of the AFT/ CFT Agreement					1,700

Appendix A – 2

FEATHER RIVER CCD

**ACADEMIC OVERLOAD SALARY SCHEDULE
SEMESTER EQUATED HOURS**

NOVEMBER 1, 2016 – JUNE 30, 2017

RANGE NUMBER	A	B	C	D	E
1	720.73	730.35	779.65	829.37	879.29
2	761.25	769.43	819.75	869.87	918.77
3	800.93	809.12	859.24	907.93	957.23
4	814.03	849.21	898.31	948.43	996.11
5	826.92	861.90	910.99	960.91	1009.19
6	839.81	874.58	924.09	973.80	1021.67
7	852.69	887.88	936.57	986.69	1034.36
8	865.58	900.16	949.25	999.38	1047.25
9	878.47	913.05	961.73	1012.27	1060.14
10		946.60	974.21	1024.94	1072.82
11			986.90	1037.63	1085.71
12			988.12	1050.11	1098.40
13				1052.57	1101.05
14				1055.43	1103.91
15					1106.58

Overload semester equated hourly salary schedule - per Faculty Contract.

Appendix A-3

ACADEMIC SALARY SCHEDULE

COLUMN PLACEMENT PROCEDURE¹

(Applies to faculty hired after July1, 1992)

COLUMN A

Condition 1: Possession of a Bachelor's degree from an approved college or university OR

Condition 2: Possession of an occupational or vocational credential obtained on the basis of six years of occupational experience, and high school graduation, or any credential with an occupational or vocational subject matter, OR

Condition 3: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university.

COLUMN B

Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, OR

Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experiences in the field, OR

Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field, OR

Condition 4: The Equivalent.

¹ Educational units used to satisfy the equivalent of the minimum qualification may not be used for column advancement on the salary schedule. Years of professional experience used to satisfy the minimum qualification or equivalent may not be used for step advancement.

COLUMN C

- Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, with 60 units completed after the Bachelor's degree, OR
- Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 30 units, OR
- Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field plus 45 units.

COLUMN D

- Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, with at least 75 units completed after the Bachelor's degree, OR
- Condition 2: Possession of a bachelor's degree from an approved college or university in a discipline in which the Master's is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 45 units, OR
- Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field plus 60 units.

COLUMN E

- Condition 1: Possession of an Earned Doctorate degree from an approved college or university in a discipline in which the Master's is generally available, OR
- Condition 2: Possession of a Master's degree from an approved college or university in a discipline in which the Master's degree is generally available or expected with 90 units completed after the Bachelor's degree, OR
- Condition 3: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 60 units, OR
- Condition 4: Possession of an Associate's degree from an approved college in a discipline in which the Master's is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of experience in the field plus 75 units.

NOTE: "Units" as used in this procedure refers to **SEMESTER UNITS**. To determine semester units from quarter units, multiply the number of quarter units by two-thirds.

Appendix A-4

ACADEMIC SALARY SCHEDULE

STEP PLACEMENT PROCEDURE

Step placement shall be as follows:

Step 1 - No experience	Step 10 – 9 years experience
Step 2 – 1 year experience	Step 11 – 10 years experience
Step 3 – 2 years experience	Step 12 – 11 years experience
Step 4 – 3 years experience	Step 13 – 12 years experience
Step 5 – 4 years experience	Step 14 – 13 years experience
Step 6 – 5 years experience	Step 15 – 14 years experience
Step 7 – 6 years experience	Step 16 – 15 years experience
Step 8 – 7 years experience	Step 17 – 16 years experience
Step 9 – 8 years experience	Step 18 – 17 years experience

I. Teaching

Prior full-time teaching may be credited for a year-for-year basis up to a maximum of seven (7) years. [Full-time teaching or supervision for at least sixteen (16) weeks and less than thirty (30) weeks in any one (1) school year is counted as one-half (1/2) year; thirty (30) weeks in any one (1) school year is counted as one-half (1/2) year; thirty (30) weeks or more is counted as one (1) year of experience]. Part-time teaching experience may be credited on the percentage it bears to full-time requirements as it was performed. Overlapping part-time experience may be totaled to a maximum of one (1) month for (1) month.

II Practical Experience

Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of (1) month for one (1) month.

III Total Credit

Total credit allowed for experience shall not result in initial salary placement beyond Step 8 of the salary schedule. No exceptions will be made to initial placement beyond the eighth step unless recommended and approved by the President of the college and the Board of Trustees.

IV Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar per which begins with the first day of the teaching assignment. College and university **OFFICIAL** transcripts bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk or recorder shall also be furnished with this 90-day calendar period. When verification is impossible to

obtain within the 90-day period through no fault of the instructor, a written request for extension of time may be filed with the President.

Appendix A-5

CONTRACT AND REGULAR FACULTY

ADVANCEMENT ON THE SALARY SCHEDULE

Column Advancement

1. October 15 is the final date for filing official transcripts from an accredited institution bearing the impress seal of the institution; or the original signature of the registrar, transcript clerk, or recorder which would result in upgrading. After having worked under a particular credential upon reassignment, an instructor will not be paid a lower rate or held at a designated step on the schedule other than that which he would normally hold.
2. Although it is the policy of the District to employ only those instructors who meet, as a minimum, the requirements of Column A, instructors who may be employed under exceptional circumstances who do not meet such requirements may not move to Column B until all requirements for that column are satisfied.

Step Advancement

Feather River Community College District shall advance one (1) step in the schedule after original placement, for each college year of employment in which they teach at least seventy-five (75) percent of the days which schools are in session each year. An instructor teaching half-time or more will be incremented on the regular salary schedule, provided that in the previous year's service he has performed seventy-five percent (75%) of the days called for in his part-time assignment. In the event that a temporary part-time instructor assumes a probationary contract position with the college, he will be credited on the salary schedule for the total of his past experience with the District, pro-rated for part-time experience.

Vocational Course Credit

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provision:

1. Approval may be granted by the Vocational Training Committee, consisting of the College President, Director of Human Resources, Equal Employment Officer, and a FRCFT designated vocational faculty member.
2. A course description or outline of the Vocational Training program must be submitted to the above committee along with the request for approval.
3. The content of the Vocational Training Program must directly relate to the faculty member's credentialed area.
4. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.
5. This article shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: Thirty-two (32) hours of training is equivalent to one (1) semester unit.

Appendix A-6

LONGEVITY INCREMENTS AND DOCTORAL STIPEND

A. Eligibility

1. Academic personnel employed in the Feather River college District for the required number of years (including approved leaves of absence) and who started with the Peralta District at its commencement in 1964, are eligible for the longevity increments; and/or
2. Academic employees or other employees of the district who become fulltime faculty and who have been employed by the Feather River Community College District for the required number of fulltime (part-time employment shall be pro-rated) years will be paid the applicable increment.

B. Longevity Increment Amounts:

<u>Amount</u>	<u>Years of Service</u>
\$ 650.00	1 st day of academic year beginning with 10 th year of service.
\$ 900.00	1 st day of academic year beginning with 12 th year of service.
\$1,200.00	1 st day of academic year beginning with 15 th year of service.
\$1,800.00	1 st day of academic year beginning with 18 th year of service.
\$3,000.00	1 st day of academic year beginning with 21 st year of service.

C. Doctoral Stipend

<u>Amount</u>	
\$900.00	Beginning 2016-2017

Appendix A-7

PERFORMANCE STIPENDS*

Office/Position	Yearly Stipend	and/or	Release Time	Combination
Liberal Arts Division Chair*	\$12,000	or	40%	Available
Mathematics, Physical, and Life Science Division Chair*	\$12,000	or	40%	Available
Vocational Technical Division Chair*	\$12,000	or	40%	Available
Agricultural/Equine Studies Department Chair*	\$12,000	or	40%	Available
Academic Senate President *	\$7,000	or	20%	
Mini Corps Director *	\$10,000			
Incarcerated Students Program Director*	\$7,000	or	20%	
Faculty Flex Coordinator	\$2,250	or	15%	Available
Phi Theta Kappa Coordinator	\$4,000			
Faculty Accreditation Coordinator **	Negotiable			
Elderhostel Coordinator	Negotiable			
Webmaster	\$2,800 per 100 hours negotiable above 100 hours.			
Musical Director	\$800 per production			
Hatchery Director	\$800			
Drama Director	\$600 per production			
Independent Study	\$75 per unit/per student			
Preparation Hours (over nine)	\$150 (per 3 units or pro-rated)			

All stipends listed only apply if a full-time faculty member occupies the position.

*Stipend meets STRS criteria of “creditable compensation” and shall be reported as such.

**During accreditation periods only.

Appendix A-8

Feather River College

Division Chairs of

Arts & Sciences

Professional & Technical Studies

The responsibilities of the Division Chairs include the following:

1. Provide administrative support and assistance to the Chief Instruction Officer in the planning, budgeting, organizing, implementing, supervising, and evaluation of the college instructional programs and services within the area of assignment, including both day and evening and both on-and-off campus.
2. Assist in the preparation of division budgets. Monitor assigned instructional budgets: including the development of division budget priorities during the budget cycle and the accounting for proper expenditures against the budget during the year.
3. Assign and monitor teaching loads of contract and associate faculty within the area of assignment in cooperation with the CIO.
4. Prepare and recommend fall, spring, and summer schedules of courses.
5. Facilitate the development of new courses and programs.
6. Schedule and chair meetings of faculty members within the area of assignment. Prepare an agenda and minutes for each division meeting. Report to CIO on division meetings.
7. Schedule regular meetings with the CIO to discuss division matters.
8. Participate in selection, orientation, and evaluation of faculty and instructional aides.
9. Affirm that division faculty (where applicable) has scheduled advisory committee meetings once a year as required by law. Attend announced advisory committee meetings within the division.
10. Serve on the following committees: Budget, Curriculum, Council on Instruction, Tenure, Ed. Plan, and Program Review (Validation), and the Senate Executive Committee. Division Chairs should limit their service on other college committees (union matters are exempted).
11. Each Division Chair will have objectives and be evaluated using a specific set of criteria and mechanics mutually agreed to by the Academic Senate and the College Administration. The CIO and each Division Chair will agree to annual objectives, which shall receive approval of the Academic Senate. The Division Chair shall be evaluated annually by the CIO and division faculty members, beginning in April of each year of service. Division members, the Division Chair, and the CIO shall all participate in the formation of the annual objectives. The evaluation process shall include an evaluation by division members, a self-evaluation, and an evaluation by the CIO. It is recognized that the Division Chair is a faculty member doing administrative work.

- A. The Professional & Technical Studies Chair shall attend North/Far North Regional Consortium and CCCAOE (California Community College Associate of Occupational Education) meetings at least once per year. Each Division Chair shall attend any grant meetings concerning applicable departments within his/her division, as deemed necessary. Each Division Chair shall be credited ½ day on his/her additional workload for every full day away from the FRC Campus.
- B. The Professional & Technical Studies Chair shall help coordinate any local high School Vocational Olympics scheduled on the FRC campus. The Professional & Technical Studies Chair shall attend all Tech Prep meetings with PUSD/PCOE.
- C. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.

12. Non-teaching faculty shall fulfill their work schedules as assigned by the District:

- A. The Director of the Library and the Director of Learning Resources shall be employed 193 days, working thirty-five (35) hours a week scheduled by the District.

Compensation

The Division Chair stipend shall be paid over a ten-month contract based on Appendix A-7, with a minimum of overload and no major assignments, and shall serve ten additional days as credited before, during, and beyond the 175 day academic year. These days shall be scheduled by mutual agreement between the CIO and the Division Chair. They may be scheduled in advance or as deemed necessary. Upon agreement by the District and the nominee for Division Chair, reassigned time (20-40% to be mutually agreed upon by the Division Chair and the CIO) may be received with the salary to be paid reduced by the average replacement costs for associate faculty.

Selection

Selection of the nominee for Chair will be by secret ballot of the full-time faculty in the division. Election for nominee for Chair will be held the first week in March and will be supervised by the Academic Senate and confirmed by a vote of the Academic Senate in its annual April elections. The CIO will confirm the appointment of the Chair to the college President or ask for another nominee. The CIO must state, to the Academic Senate, his/her reasons for rejecting the electee. Term of office will be for a two-year period. Removal from office may occur through a 2/3 vote of no confidence by the full-time faculty in the division. Such vote will be by secret ballot and shall be conducted and confirmed by a 2/3 secret ballot vote of the Academic Senate. After such a Division/Senate vote, the chair will be considered removed, and the CIO shall rectify pro-rated service days and pay as of the day of the Senate's approval to remove. Removal from office by the Dean of Instruction may also be done for nonperformance of the above responsibilities, as documented by the Dean, and presented in written summary to the Senate.

Appendix A-9

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

AGRICULTURAL/EQUINE DEPARTMENT CHAIR

Election or ascendency to this position shall be approved by the faculty member(s) in the department, the Division Chair and the Chief Instructional Officer.

It is recognized that the duties of the AG/EQS Department Coordinator are “extra duties” above and beyond the workload duties in Article 16, Section A3.

The duties of the AG/EQS Department Coordinator are as follows:

- A. Draft, implement and administer policies and procedures associated with AG/EQS**
- B. Determine class offerings, class scheduling and class assignments**
- C. Determine student learning outcomes and curriculum in cooperation with other department faculty members.**
- D. Management of the College Livestock (12 months, health care).**
- E. Management of the Student Horse Boarding Program (12 months, collection of fees, accounting, and student relations).**
- F. Budget management and development (12 months, signing authority for entire budget).**
- G. Management of EQS facilities with Maintenance staff (12 months, livestock pens, arenas, pasture lands, hay barns, rodeo grounds, student housing, classrooms, and offices).**
- H. Supervising AG/EQS Employees (faculty, classified, associate faculty, rodeo assistant coaches, student workers and work-study students.)**
- I. Conduct weekly meetings and discussions with the CIO.**

All of the above duties are not required by Article 16 of the contract.

The Department Chair/Coordinator shall be given reassigned time of 3 equated load per academic year. This load may be assigned in either the Fall or Spring, per the CIO after consultation with the employee. The actual load may change slightly depending on the actual load of the classes from which the Chair/Coordinator is reassigned.

It is recognized that the duties of the Chair/Coordinator are approximately 205 days (Fall 5 days, Spring 9 days, Summer 16 days) and shall not fall below that level. A detailed listing of the extra days beyond the normal 175 days may be requested by the CIO.

This position is managed by the CIO in consultation with the CBO.

This position and the related full-time faculty position shall have no overload except in extraordinary circumstances, as approved by the Division Chair and the CIO.

The compensation for these duties shall be a \$12,000 stipend and paid over 10-months in accordance with Appendix A-7.

Appendix A-10

Feather River College Academic Senate President

The responsibilities of the Academic Senate President include the following:

1. Preside over meetings of the Academic Senate and represent the Senate to the Board of Trustees and the President's Staff.
2. Be an ex officio member of all committees.
3. Keep a master file of all records of the Senate.
4. Represent the college at statewide sessions of the Academic Senate if possible (budget constraints, scheduling constraints).
5. Chair the Executive Committee of the Academic Senate.
6. Oversee the placement of faculty members on all Academic Senate standing, temporary, and selection committees.
7. Serve on the following committees: Budget, Curriculum, Council on Instruction, Tenure, Ed Plan and Program Review (Validation), and Cabinet. Serve as chair of faculty selection committees where it is impossible for the division chair to serve.
8. Attend regular meetings with the President/Superintendent to discuss shared governance issues.
9. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.
10. Non-teaching faculty shall fulfill their work schedules as assigned by the District:
 - A. The Director of the Library and the Director of Learning Resources shall be employed 193 days, working thirty-five (35) hours a week scheduled by the District.

Qualifications

1. Tenured Faculty member in good standing.
2. Commitment to the goals of shared governance.
3. A knowledge of Roberts Rules of Order (Revised 1915).

Compensation

The Academic Senate President stipend will be paid over ten-month contract based on Appendix A-7.

Selection

Elected by a secret ballot of the majority of the voting members of the Academic Senate. The Academic Senate President shall have a one-year term of office.

Appendix A-11

Feather River College Mini-Corps Director

Eligibility

1. Tenured Faculty

The responsibilities of the Mini-Corps Director include the following:

1. Administer the Summer Mini-Corps program.
2. Report to the CIO.

The Duties of the Mini-Corps Director are to perform the following functions:

1. Serve as the liaison officer between Feather River College, the Butte County Office of Education (BCOE), and the California Mini-Corps.
2. Prepare and service the contracts between FRCCD and BCOE.
3. Supervise the Mini-Corps instructional program to insure:
 - A. Effective teaching: oversee the documentation of Teacher qualifications insuring that minimum standards are met and assist in the applications for Equivalence certification where needed.
 - B. That course (Title 5) objectives are met.
 - C. That course outlines are revised as needed.
4. Recommend annual program budget, provide site management of the Mini-Corps budget.
5. Travel to Sacramento and field sites I California to service the contract and evaluate programs at sites.
6. Oversee the registration process for the Summer Program. Collect attendance and grading reports of Mini-Corps teachers at exit meetings.
7. Provide periodic reports and assist in audit documentation as needed.
8. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.
9. The Mini-corps director will be paid in accordance with the stipend amount in Appendix A-7.

Appendix A-12

Feather River College Incarcerated Students Program Director

1. Under the direction of the Chief Instructional Officer, direct, plan, organize, supervise, and evaluate the Feather River College Incarcerated Student program; including program development, budget management, and assignment of program instructors, and to perform related duties as assigned.
 - A. Responsible for the development of program needs and coordinates implementation of necessary services and programs to fulfill Incarcerated Student Program and college objectives including development of a strategic plan for ISP in coordination with the ISP Steering Committee.
 - B. Maintain good working relationships with prisons.
 - C. Achieve specified enrollment targets as directed by CIO.
 - D. Serve as chair of the ISP steering committee.
 - E. Draft policies and procedures for ISP including review of academic materials and coordination of the evaluation of ISP instructors according to bargaining unit contracts.
 - F. Supervise the ISP Program and assist the Division Chairs and the CIO with the assignment of instructors and faculty participating in the ISP to guarantee academic quality and integrity.
 - G. Participate in the performance evaluations of all ISP staff.
 - H. Develop, manage, and submit program budget and expenditures, provide overall fiscal management. Review budget tracking as maintained by the ISP Instructional Assistant.
 - I. Coordinate orientation and in-service training for ISP faculty and staff.
 - J. Serve as ISP and college liaison to target correctional facility administrators, other school personnel, and college departments.
 - K. Review ISP press releases and promotional materials as required.
 - L. Work with specific units to ensure implementation of current admission requirements, distance education requirements, academic programs, transfer and career opportunities, and financial aid.
 - M. Serve on college committees, ad hoc committees, and teams that are related to ISP
 - N. Provide annual report to the college on the status of the ISP.
2. The ISP Program Director is to be compensated by either a stipend of \$7000, 20% release time, or a combination, in accordance with Appendix A-7.
3. The ISP Program Director is to be appointed with the approval of the Superintendent/President CIO, and Academic Senate, in consultation with the ISP Steering Committee. This appointment shall be for 2 fiscal/academic year, and shall be subject to renewal or non-renewal annually prior to May 15.

Appendix B-1

Name	Seniority Date	Credentials and Subject Matter Authorizations	Degrees and Equiv	FSA(S)*
Russell Reid	9/8/1980	CCCI-Animal Production, CCCI-Food, Food Services and Related Technologies, CCCI-Business & Industrial Management, Public Services & Admin, CCCI-LS-Health and Physical Care Services and Related Technologies (in District only)	Bachelor of Ag. Business Management, MS Rec & Parks Admin.	Pack Station and Stable Operation, Business, Recreation Mgt, Health up to 40%
Thomas Davis	9/6/1988	CCCI-Library Science	BA Political Science, M. Library Science	Library Science
Michael Welser	8/19/1991	CCCI-Business & Industrial Mgt., CCCI-Marketing and Distribution	BA German, MBA Marketing, FRC Equiv German	Business
Judith Andrews	8/16/1993	CCCI-Office Services & Related Technologies, CCCI-Basic Education, CCCI-LS-Spanish (in District only)	BA Sociology, MA Business Education, FRC Equiv - Aerobics	Business, Business Office Administration, Foreign Language (Spanish) up to 40%
Jeanette Kokosinski	8/16/1993		BS Math, BS Spanish, MS Chemistry, PhD Chemistry, FRC Equiv-Math	Math, Chemistry
Christopher Connell	8/13/1996		BA Literature-English, BA Western Civ, MA English and Comparative Lit, PhD English	English
Shelly Miller	8/22/2000	CCCI-Preschool Education	BA Child Development	Child Dev
Rick Stock	8/22/2000		BA Sociology/Criminology, MA Rec Admin, EdD. (abd) Educational Leadership	Rec Leadership
Randy Rick	7/2/2001		BA PE, FRC Equiv-PE, Learning Skills	Men's Basketball, PE
Thomas Heaney	8/21/2001		BA Philosophy, MA History, PhD History	History
Charles Mills	8/20/2003		MS Animal Science	Equine Science
DeRuiter, Darla	5/5/2004		BA Environmental Design, MS Natural Resource Recreation & Tourism, PhD Human Dimensions of Natural Resources	Environmental Studies/ Outdoor Recreation Leadership

Lipscomb, Dianne	5/13/2004		BA Fine Arts, MA Art Education	Art Instructor/ Art Director
Thompson, Anna	6/28/2004		BS Plant Biology, MA Integrative Biology	Biological Sciences
Parkin, Joan	5/8/2006		BA English, MA Comparative Literature, PhD Comparative Literature	English
Lerch, Derek	5/10/2006		BA Geophysics, MS Geophysics	Environmental Studies, Earth Sciences
Hoover, Jerry	5/21/2007		BA Anthropology, MA Anthropology, MA Public Admin	Administration of Justice
White, Haley	6/25/2007		BS Kinesiology/ Teaching Coaching, MS Physical Education	Physical Education, Women's Basketball
Baumgartner, Terry	6/28/2007		BS Education, MS Education and Health	Physical Education, Men's Baseball
Desmond, Katie	03/13/2008		BA Political Science, MA Political Science	Political Science
Segura, Jesse	07/18/2008		BS Earth Science, MS General Agriculture, FRC Equiv: EQS 180AD, EQS 182AD, EQS184AD, EQS 186AD	Agriculture, Equine Science
Mahan, Judy	6/8/2010		MSHS Emergency and Disaster Mgmt, BA Geography, AS Nursing	Nursing
Williams, Donald	7/9/2010		MBA Sports Management, BS Sports Management	Physical Education, Coaching (Men's and Women's Soccer), Business
Johnson, James	4/20/2011		BA Journalism. Equiv: Physical Education	Physical Education, Coaching (Football)
Bagley, Michael	4/15/2011		PhD Civil and Environmental Engineering, MS Civil and Environmental Engineering, MS Education, BS Civil Engineering, FRC Equiv: Mathematics	Mathematics

Tharp, Nathan	6/1/2012		PhD Leadership Administration, MA Commercial Music, BA Audio Production	Office Technology, Music
Swarm, Darryl	8/22/1012		PHD Education, MLIS, MA Landscape Architecture, BS Geological Science	Library Science

Appendix C-1

EVALUATION DOCUMENTS

Faculty Self-Evaluation

Peer Evaluation of Faculty

Administrator Evaluation of Faculty

Student Evaluation of Course and Instructor

Self-Evaluation form for Library Director

Library Director Evaluation by Peer

Administrator Evaluation of Library Director

Classified Evaluation of Library Director

Student Evaluation of FRC Library

Self-Evaluation for Learning Center Director

Learning Center Director Evaluation by Peer

Administrator Evaluation of Learning Center Director

Classified Evaluation of Learning Center Director

Student Evaluation of FRC Learning Center Director

Self-Evaluation for Counselor

Peer Evaluation of Counselors

Administrator Evaluation of Counselor

Classified Evaluation of Counselor

Student Evaluation of Individual Counselor

Self-Evaluation for Coach

Peer Evaluation of Head Coach

Administrator Evaluation of Head Coach

Classified Evaluation of Coach

Intercollegiate Athlete Evaluation of Coach

(Current versions available through the Office of Instruction)

Appendix D-1

REQUEST FOR DONATED LEAVE

EMPLOYEE NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

_____ OTHER CONTACT: _____

REASON FOR REQUEST (State your reason(s) for requesting donated leave and attach medical verification if applicable):

Estimated

Length of leave: _____ First day of leave: _____

Last day of leave: _____ Return to duty date: _____

I certify the above information:

Signature of Employee

DONATED LEAVE COMMITTEE ACTION

Approved on: _____ by: _____
Date *Chairman, Donated Leave Committee*

Denied on: _____ by: _____
Date *Chairman, Donated Leave Committee*

Reason for denial: _____

Appendix E-1

Faculty Professional Service

- A. The acceptance of professional responsibilities, which include college services, community service, and professional development, is a necessary part of any faculty member's job. These professional services may be rendered in several different ways through:**
1. Teaching overload in order to better serve students and the college
 2. Performing committee work as either a committee member or as of the chair of a committee.
 3. Performing union work as an officer or a negotiator.
 4. Participating in professional development.
 5. Serving on or chairing a scholarship committee.
 6. Serving on or chairing a selection committee
 7. Attending or presenting at a professional conference.
 8. Advising students.
 9. Participating in articulation, matriculation, curriculum development, workforce preparation or vocational activities, both on and off campus.
 10. Conducting, participating in or attending any training activities.
 11. Participating in or conducting any recruiting, retention or student activities.
 12. Taking part in any activities, which might benefit the college or the faculty member and can be justified by submitting such justification with this evaluation.
- B. The faculty professional service evaluation is to be submitted with the self-evaluation and is to be filled out for each of the 6 semesters prior to and during the evaluation period. If the evaluation is an out-of sequence evaluation or an evaluation subsequent to an unsatisfactory evaluation, it need only be filled out for the preceding and current semesters.**
- C. Points are to be submitted by the faculty member for each activity performed. Point values are printed on the Feather River College Professional Service form. Point value must equal a minimum of 30 points for a 6-semester evaluation period in order to obtain a satisfactory evaluation. If points or activities are in dispute the Dean of Instruction, appropriate Division Chair, faculty member, and a union representative (of the faculty member's choice) will determine the actual point value in a consultative meeting. The faculty member shall be allowed to bring all activity documentation to the meeting. The faculty member shall be given ample time to collect this documentation and present it to the committee. The absolute deadline for all submissions shall be 5 days prior to the final evaluation deadline as per contract.**

Appendix F-1

CONTRACT CALENDAR

September 1 - DOI	Notification to faculty who are being evaluated
September 1- FAC	Provide DOI with preferred assignment for Spring of following year
September - DOI	Evaluation Committee established
September - DOI	Tenure Review Orientation Held
September 15 - DOI	First meeting of Calendar Committee
October 1 - DOI	Notify faculty member of Spring Schedule
October 1 – FAC	Returning sabbatical leave faculty to turn in report to President
October 1 – HR Dir	Update of DSA/Seniority list by this date.
October 15 -FAC	Propose adjustments to Spring schedule
October/November – DOI	Evaluation and Tenure Review Committees meet and elect chairs
November 15 – Calendar C	Forward calendar to President
November 15 – FAC	Request for reduction must be turned in by this date for Spring
December	
December 15 - Pres	Final approval of calendar
February	
February 1 – Pres	Must respond to reduction in load by this date for following year
February 1 – FAC	Provide DOI with preferred assignment for Fall
February 15 – DOI	Written evaluation to be prepared
February 15 – DOI	Narrative Summary for Library Director and LRC Director
February 15 – S	Narrative Summary for Counselors
March 1- DOI	Notify faculty members of Fall schedule
March 15 – FAC	Propose adjustments to Fall schedule
April 15 – Div. Chair	Propose annual objectives to DOI
June 1 – Div. Chair	Provide DOI with written report of achievement of objectives for year
June 1 – Pres	Request for reduction must be turned in by this date for Fall
July 1 – DOI	Approve Div. Chair annual objectives
8 th Week of Fall Semester - DOI	Tenure Evaluation Committee meets
9 th – 14 th Week of Fall Semester – DOI/FAC	Classroom visitations
12 th Week of Fall Semester – DOI	Student Evaluations distributed