

RATIFIED APRIL 2025

2025 - 2028 AGREEMENT

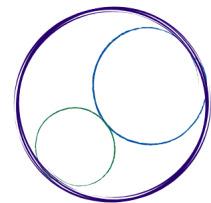
*Between the San Bernardino Community College District
(SBCCD) And the San Bernardino Community College
Teachers Association (SBCCDTA) CTA/NEA*



AMPLIFY YOUR VOICE

San Bernardino Community
College Teachers Association

Amplifying the voices of fellow faculty
to advocate for themselves by
organizing and mentoring and
defending and negotiating the
contract.



SBCCDTA
Amplify Your Voice



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ARTICLE 1: Agreement

- A. The Board of Trustees of the San Bernardino Community College District, of San Bernardino County, State of California, hereinafter referred to as the “District,” and the San Bernardino Community College District Teachers Association, CTA/NEA, hereinafter referred to as the “Association,” agree that the Articles contained in this Agreement constitute a bilateral and binding agreement entered into pursuant to the Educational Employment Relations Act (Government Code Section 3540 et seq.)
- B. This Agreement shall remain in full force and effect upon ratification by both parties until and including June 30, 2022.

ARTICLE 2: Unit Description/Recognition

- A. Pursuant to the certification of the Public Employment Relations Board, the District recognizes the Association as the exclusive representative for the following unit of employees. The unit represented by the Association shall include all academic regular, contract, and hourly faculty (e.g., instructors, counselors, librarians, college nurses, and coordinators).
- B. The unit represented by the Association shall exclude all classified employees while performing classified duties; administrators; management; supervisory and confidential employees; presenters and facilitators of fee-based courses; and lecturers, facilitators, independent contractors and their employees, including but not limited to those engaged in, among others, fire science, police science, emergency medical services, respiratory care, all substitutes and management interns performing management work as defined by the EERA. Anyone excluded from the unit shall not do the work of bargaining unit members.
- C. The District and Association agree that the composition of the bargaining unit is appropriate and neither party will seek a clarification or amendment of any kind, either as to the inclusions or exclusions, during the term of the Agreement, except upon mutual agreement of both parties, or the District establishes a new position.

If the two parties cannot come to mutual agreement regarding any modification in the composition of the unit during the term of this agreement, the Unit may appeal to the Public Employment Relations Board.

ARTICLE 3: Association Rights

- A. The District shall notify the Association via email in an editable format sent to the Association President and via U.S. Mail of any new bargaining unit-eligible employee orientation. The Association President shall be informed using the two methods mentioned above resulting in at least 10 days advance notice of any new bargaining unit-eligible employee orientation (Gov. Code §3556).
- B. In the notice mentioned in A, the District shall provide the date, time, and structure of the new bargaining unit-eligible employee orientation. The structure shall include an agenda with allocated time of at least 15 minutes for the Association to present information to the new bargaining unit-eligible employees.
- C. The District shall provide the Association with the name, job, title, department, work, home, personal cellular telephone number (if one is available and provided to the District), personal email address (if one is available and provided to the District), and home address of any new bargaining unit-eligible employee within 30 days of hire or by the first pay period of the month following hire (Gov. Code §3558).
- D. The District shall provide the Association the specific bargaining unit-eligible employee-related information above for all bargaining unit-eligible employees every 120 days (Gov. Code §3558).
- E. The Association shall have the reasonable access to employee mailboxes consistent with applicable law. The Association is responsible for the content of all its materials sent in the District internal mail system. At least one copy of Association materials to be placed in employee mailboxes shall be provided to the Vice Chancellor of Human Resources (Contract Administrator) by the Association.
- F. The Association shall have the right to post notices of activities and matters of Association concern using all available technologies, voicemail, email; web pages and electronic bulletin boards. All such notices shall include the name of the Association and date.
- G. Authorized Association representatives conducting Association business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties. Casual, incidental and brief conversations between employees during times when they are required to perform duties are not prohibited by this provision.
- H. The District agrees to provide information to the Association upon written request which is necessary and relevant to negotiations, grievance processing and/or Association business related to enforcement of this Agreement pursuant to this provision. The Association shall make all such requests in writing to the Chancellor or his/her designee indicating the specific information needed and the reasons for such information. The Chancellor or his/her designee will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege and non-availability) or to provide the requested information in a timely fashion. The Association shall be given a copy of documents relating to collective bargaining provided to the Board of Trustees at open Board meetings.
- I. The Association shall have the reasonable use of College facilities at reasonable times for the purpose of meetings concerning negotiations, grievance processing and/or Association business related to activities pursuant to its responsibilities under the EERA.

- J. The Association shall have the reasonable use of District equipment for the purpose of enforcement of this Agreement provided advance permission is granted by a College President or designee and that all costs of materials are promptly paid by the Association. Brief and incidental use of College equipment shall be at no cost provided that there is no disruption of District operations and all such brief and incidental use is reported immediately to the responsibility center manager.
- K. The District shall grant released time without loss of compensation to official representatives of the Association for the purpose of processing grievances filed pursuant to this Agreement. The District and the Association recognize that grievance meetings will be scheduled at mutually convenient times and places.

L. Released Time For The Association

- 1. The Association shall receive a maximum of three (3) FTE released time per academic school year under this provision when meeting and negotiating and for the processing of grievances. The 3 FTE can be distributed among bargaining unit representatives as the unit sees fit when meeting and negotiating and for the processing of grievances. By mutual agreement, if the work of negotiations and/or grievance(s) with the District goes into the summer or winter breaks, then all involved members of the teams including the Executive board shall be compensated.

Released time under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, for any political activities or for any purpose unrelated to the Association's obligation to meet and negotiate and for the processing of grievances.

- 2. Released time is defined as a unit member being relieved from his/her primary assignment, i.e. classroom instructor, counselor, coordinator, etc.

The Association shall identify the release time of its representatives as soon as possible in the Spring semester prior to their Association assignment but not later than commencement.

ARTICLE 4: Dues Deduction and Organizational Security

- A. The District will deduct from the pay of Association members and pay to the California Teachers Association the normal and regular monthly Association membership dues (or agency fees) as voluntarily authorized in writing by the employee on the appropriate form approved by the District subject to the following conditions:
1. Such deduction shall be made only upon submission of the District-approved form by the employee to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
 2. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
 3. The part-time faculty deduction under this provision shall be in five (5) equal installments for each semester. Part-time faculty who request payroll deduction may enroll either in August or January. Except as otherwise addressed in the provisions of this Article, those who enroll in August will have the payroll deduction removed after the December hourly payroll; those who enroll in January will have the deduction removed after the June hourly payroll. The deduction (member fees) will be taken out in five equal payments and must be divisible by five. The District will not be responsible for one-time deductions. The District will make no deductions for a part-time faculty member working less than a full semester or employed for summer school only.
- B. Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union or charitable organization, and group insurance plans. If permitted by the remittance company, credit union or charitable organization, the employee may change such deduction at any time pursuant to the following:
1. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
- C. The Association shall completely indemnify and completely hold the District harmless, including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of any provision of this Article.
- D. The District will deduct membership dues from the pay of bargaining unit members payable only to the Association. Deductions from the pay of bargaining unit members shall not be permissible to any other employee organization. For the purposes of this Article the term "employee organization" shall mean the same as the definition of employee organization under the Educational Employment Relations Act.
- E. The Association agrees to furnish any information requested by the District to implement any provision in this Article.
- F. Any unit member who is a member or becomes a member of the Association on or after ratification of this Agreement, and who voluntarily authorizes in writing the deduction of membership dues pursuant to provision A in this Article, shall remain a member of the Association for the duration of this Agreement unless such authorized deduction is revoked in writing to the District between June 1 and July 1 of any school year.

ARTICLE 5: Consultation

- A. Pursuant to the Educational Employment Relations Act, the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. The Association also may consult on proposed additions, deletions or amendments in written Board Policies concerning the curriculum or educational objectives of the District or working conditions of bargaining unit employees.
- B. Should the Association exercise its right to consult pursuant to paragraph A, the Association shall notify the Chancellor or his/her designee in writing about the matter to be consulted about and the identity of the Association representatives who will participate in the consultation. The Chancellor or his/her designee shall be available within fifteen (15) days to consult with the Association.
- C. The District will notify the Association four (4) weeks prior to any final Board action on new Board Policies concerning major changes in the District's curriculum or educational objectives.
- D. Nothing in this Article shall be construed to limit the right of the District to consult with any employees or other employee organizations on any matter outside of the scope of representation.
- E. Nothing in this Article shall be construed as any limitation on the rights of the District to take any action on any matter outside of the scope of representation.

ARTICLE 6: Academic Freedom

- A. The District and the Association recognize that bargaining unit members have a legal right to academic freedom in terms of the exercise of their professional responsibilities in the classroom.* The legal right to academic freedom allows bargaining unit members to express their professional opinions in the classroom with regard to matters relevant to course content.
- B. Bargaining unit members shall not utilize their positions to indoctrinate students with their personal, political or religious views. Bargaining unit members shall make every effort to offer differing points of view on controversial subjects in the classroom. Bargaining unit members shall promote an atmosphere in the classroom which is conducive to free and open inquiry.

[*Classroom = Any District related learning environment.]

ARTICLE 7: Non-Discrimination

- A. The District and/or the Association shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (including sexual harassment), sexual orientation, age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the EERA.
- B. The District and/or the Association shall not legally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.
- C. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 8: District Rights

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law except as specified in other provisions of this Agreement.
- B. Included in but not limited to those duties and powers are the exclusive right to: Determine the times and hours of operation including instructional time, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine job descriptions, determine classifications and reclassifications; determine the number and kinds of personnel required, maintain the efficiency of District operations, review and approve curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and contract out work to non-employees or employees outside of the bargaining unit as long as such contracting out does not require the layoff of permanent full-time bargaining unit members or the violation of any other Article in this Agreement. The Board also retains the right to hire, classify, evaluate, promote, lay off, terminate, and discipline employees in accordance with applicable law. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, or other provisions of this Agreement, except as specified in this Agreement. This Article shall not be interpreted as a prohibition against the Association to provide input on any such matter.
- C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- D. The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only. An emergency shall include national, state or local declared emergencies and natural disasters such as earthquake, fire or flood.

ARTICLE 9: Grievance Procedures

A. Definitions

1. A “grievance” is an allegation by one or more unit members that there has been a violation, misinterpretation or misapplication of the specific provisions of the Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Chancellor or his/her designee must be undertaken under separate legal processes.
2. A “grievant” can be one or more member(s) of the bargaining unit, or when the Executive Board of the Association deems it appropriate, the Association itself.
3. “Day” means any day during which the District Office is open excluding holidays, winter, spring, and summer recesses.
4. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant.

B. Intent

It is the intent of the District and the Association to resolve all grievances as expeditiously as possible, and at the lowest level possible. The parties to this Agreement hereby agreed to dedicate themselves to bring all grievances to a quick and satisfactory conclusion.

C. Scope

1. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Chancellor or his or her designee must be undertaken under separate legal processes.
2. No grievance shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.

D. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant’s immediate supervisor.

E. Formal Levels

1. Step 1

- a. Within twenty (20) days after the occurrence of the act or omission or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this Agreement and submit it to the immediate supervisor. Copies of this report will be submitted also to the Area Vice President, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant’s Representative (if any).

- b. This statement shall state the grievance and indicate the circumstances involved, the decision rendered at the informal conference, above referenced in Article 9 subsection C and the specific remedy sought.
- c. After the grievance has been filed, within the above time limits, a personal conference will be held if requested in writing by the grievant or the immediate supervisor.
- d. The immediate supervisor shall communicate a decision to the Employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.

2. Step 2

- a. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Area Vice President within ten (10) days of the decision of the immediate supervisor.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the Area Vice President may request a personal conference within the above time limits.

If either the grievant or the Area Vice President requests a personal conference, there shall be a personal conference on the grievance.

- d. The Area Vice President shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the Area Vice President does not respond within the time limits, the grievant may appeal to the next step.

3. Step 3

- a. In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the President within ten (10) days of the decision of the Area Vice President.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the President may request a personal conference within the above time limits.

If either the grievant or the President requests a personal conference, there shall be a personal conference on the grievance.

- d. The President shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the Area Vice President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the President does not respond within the time limits, the grievant may appeal to the next step.

4. Step 4

- a. In the event the grievant is not satisfied with the decision at Step 3, the grievant may appeal the decision on the appropriate form to the Chancellor/Designee within ten (10) days of the decision of the President.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the Chancellor/Designee may request a personal conference within the above time limits. If either the grievant or the Chancellor/Designee requests a personal conference, there shall be a personal conference on the grievance.
- d. The Chancellor/Designee shall communicate a decision in writing to the grievant, including the reasons for the decision within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the Area Vice President of the College, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the Chancellor/Designee does not respond within the time limits, the grievant may appeal to the next step.

5. Step 5

- a. In the event that the grievant is not satisfied with the decision at Step 4, the Association may request to the Chancellor/Designee that the grievance be submitted to a neutral arbitrator. Such request must be in writing, filed within ten (10) days with the Chancellor/Designee, and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.
- b. The Association shall immediately request a list of arbitrators from the American Arbitration Association containing only the names of neutrals who are members of the National Academy of Arbitrators who have issued at least five arbitration decisions since 1976. Within ten (10) days after receipt of said list of arbitrators, representatives of the District and the Association shall attempt to agree upon a mutually acceptable neutral arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association may file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and to determine a settlement which will resolve the grievance.
- d. The arbitrator shall be subject to the following limitations.

- (i) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant.
- (ii) The arbitrator shall have no power to establish salary structures.
- (iii) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (iv) The arbitrator shall not consider any issue raised by the grievant or the District unless it was known by the grievant or the District in an earlier step of this Grievance Procedure.
- (v) All fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other costs, except for released time for the grievant(s) and faculty witnesses, will be borne by the party incurring them. If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or the grievant did not properly follow the Grievance Procedure, such a claim shall, at the option of the District and upon reasonable notice be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the Association prior to any hearing concerning any issue of arbitrability.
- (vi) The decision of the arbitrator shall be binding on the grievant, the Association, and the District.
- (vii) The arbitrator shall have no power to render a recommended settlement on a grievance filed before the effective date of this Agreement or after the termination of this Agreement.

F. Miscellaneous

- 1. No grievant shall use the Grievance Procedure to appeal any decision of the District or its representative if such decision is pursuant to any order of, or consent agreement with, any state or federal court, regulatory commission or agency.
- 2. For purpose of efficiency, the District or the Association may consolidate grievances involving similar issues.
- 3. If the grievant introduces new evidence at any Step in the Grievance Procedure, the District may require that the grievance be returned to the prior step.
- 4. Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement.
- 5. Time limits provided for at each level shall begin the day following the occurrence of the act or omission, the receipt of the grievance or appeal of written decision, etc. Time limits may be extended or shortened only by mutual agreement in writing.

6. A grievant may be represented at all steps of the Grievance Procedure by an Association-designated representative. At every Step of the Grievance Procedure, both Informal and Formal Levels, it is the responsibility of the District to notify any grievant who does not have representation of his or her right to such representation.
7. The District shall not take reprisals against any member of the bargaining unit because he or she filed a grievance or participated in the processing of a grievance.
8. Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
9. All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he or she will, upon notice to the immediate supervisor by the President of the Association, be released without loss of pay in order to permit participating in the foregoing activities in compliance with Article 3. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be released without loss of pay.
10. The Association either on its own behalf or in behalf of more than one unit member, may initiate a grievance at Step 1 of Formal Level or the appropriate level depending on who is being grieved.
11. In the event a grievance is filed at such a time that it cannot be processed through all the Steps in the Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced at the request of the grievant so that the Procedure may be exhausted prior to the end of the school year or as soon as is practicable.

ARTICLE 10: Wages

- A. Appendix A Compensation Plan. The District and the Association agree to incorporate this appendix into the successor agreement.
- B. Members of the bargaining unit shall receive wages in accordance with the Salary Schedules in Appendix A-1.
- C. The District is mindful of Appendix A, Objective #1 of the Agreement and will continue efforts to move the full-time faculty salary schedule to the median salary of the agreed upon comparative community college districts by the end of the fiscal year 2021 – 2022 using current (2021 or the most current) comparison college districts' data. If at any time, the District determines it is fiscally unable to fulfill this commitment based on state budget, enrollment and other factors, it will demand to bargain.
- D. The District shall incur the costs for parking fees for all full-time faculty for each year the faculty member is employed, beginning July 1, 2016, and inclusive of all full-time faculty hired thereafter.
- E. The part-time bargaining unit member's total compensation for the semester shall be calculated using Appendix A-2 and A-2a and will be inclusive of office hours and the assessment and documentation of SLO/SAO/PLO work.

- 1. Additional load hours for student contact time (office hours or arranged hours) shall as follows:

<u>Load</u>	<u>Scheduled Office Hours Per Week (per semester or session)</u>
Up to 0.400	0.50
0.401 and above	1.00

Posted office hours must be submitted to the immediate supervisor by the end of the first week of class.

- 2. Upon submission of the appropriate paperwork, part-time faculty shall be compensated an additional four (4) hours of professional development time (orientation, committee work, mentoring session, etc.) at the non-instructional rate. The maximum professional development time that can be compensated is eight (8) hours per semester and shall be compensated at the non-instructional rate based on load as follows:

<u>Load</u>	<u>Professional Development Time (hours per semester)</u>
Up to 0.400	4.0
0.401 and above	8.0

- 3. The District shall incur the costs for parking fees for part-time faculty for each semester the faculty member is employed beginning July 1, 2016, and inclusive of all part-time faculty hired thereafter.

- F. The compensation and job descriptions for coaches, coordinators, and faculty chairs may be found in the Appendix.
- G. Faculty with Overload

Overload shall be compensated at the appropriate non-instructional hourly rate (e.g., lecture overload shall be compensated at the lecture hourly rate), according to Appendix A-2a and/or A-2b and will be inclusive of office hours and the assessment and documentation of SLO/SAO/PLO work.

1. Additional load hours for the overload student contact time (office hours or arranged hours) shall be as follows:

<u>Load</u>	<u>Scheduled Office Hours Per Week (per semester or session)</u>
Up to 0.400	0.50
0.401 and above	1.00

H. Payroll Errors

1. Whenever it is determined that an error has been made in the wages of a bargaining unit member, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within a reasonable period of time.
 2. In the event of an underpayment to the bargaining unit member, the District shall provide the bargaining unit member with a statement of the correction and a supplemental pay warrant within five (5) business days.
 3. In the event of an overpayment to the bargaining unit member, the bargaining unit member will be given a reasonable opportunity to meet with District representatives to discuss the error. In the event that the District and the bargaining unit member do not mutually agree to a repayment schedule, the District will deduct a portion of the bargaining unit member's wages (not to exceed 10% of the monthly net salary) in subsequent months until the District is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the District is in the process of being or has been terminated.
- I. Pay disbursement: Pay disbursements shall occur by the published dates and be consistent District-wide. Any delay of pay disbursement shall be corrected within five (5) business days as indicated in H.2. above without a hardship request.

J. Initial Salary Placement and Advancement (Effective June 23, 2020)

1. Track Placement for Employees Upon Initial Employment by the District.
 - a. Initial placement on the Salary Schedule in Appendix A shall be made by the District within its discretion with consideration to applicable governmental vocational regulations and the scope of the employee's assignment. Initial placement on the Salary Schedule in Appendix A shall be on either Track A or Track B.
 - b. To qualify for placement on Track B, the employee must be assigned to teach in a discipline for which a master's degree is not generally expected or required. After initial placement no change may be made between Tracks A and B unless the employee's assignment changes. Eighty percent of an employee's load excluding overload determines the track.
2. Classification (Column) Placement for Employees Upon Initial Employment by the District.
 - a. All units and/or degrees must be verified by way of official transcripts by the Office of Human Resources to be counted toward placement.
 - b. All earned units beyond the bachelor's degree must be earned subsequent to the date of the award of the bachelor's degree.
 - c. No course, semester units or degree shall be approved by the District for purposes of classification placement unless such course, semester units or degree was earned at an accredited institution of higher learning. A course, semester units or degree may be approved if the institution of higher learning

was in the final stage of the accreditation process when the course, semester units or degree was completed; and accreditation is later granted within two (2) years.

- d. No course, semester units, degree or work-related experience shall be approved by the District for purposes of classification placement unless such course, semester units, degree or work-related experience is reasonably related to the initial assignment of the employee.
- e. All units are semester units. Quarter units shall be converted by multiplying them times a factor of two-thirds ($2/3$).

Description of Seven Classifications

Class (Column) C

- A. Bachelor's degree or less
- B. Associate's degree + six (6) years of work experience

Class (Column) D

- A. Master's degree
- B. Associate's degree + 45 units + six (6) years of work experience or Bachelor's degree + two (2) years of work experience

Class (Column) E

- A. 55 units beyond Bachelor's degree including Master's degree or Master's degree + 15 units
- B. Associate's degree + 75 units + six (6) years of work experience or Bachelor's degree + 15 units + two (2) years of work experience

Class (Column) F

- A. 70 units beyond Bachelor's degree including Master's degree or Master's degree + 30 units
- B. Bachelor's degree + 30 units + two (2) years of work experience

Class (Column) G

- A. 85 units beyond Bachelor's degree including Master's degree or Master's degree + 45 units
- B. Bachelor's degree + 45 units + two (2) years of work experience

Class (Column) H

- A. 100 units beyond Bachelor's degree including Master's degree or Master's degree + 60 units
- B. Master's degree + two (2) years of work experience

Class (Column) I

- A. Earned Ph.D. or Ed.D.
- B. Earned Ph.D. or Ed.D.

A Track: All faculty in disciplines for which the minimum qualifications* are a Master's degree.

B Track: All faculty in disciplines for which a Master's degree is not generally expected or required.*

Work experience must be in the faculty member's specialized vocational area.

*As defined in the "Minimum Qualifications for Faculty in California Community Colleges," issued by the Human Resources Division, Chancellors Office, California Community Colleges.

B. Step Placement for Employees upon Initial Employment by the District.

1. For step placement to be given for experience, the Office of Human Resources must receive a verification of employment from the prior employer.
2. Step placement credit for direct experience is given to:
 - instructors for teaching experience at the secondary or post-secondary level at an accredited institution.
 - counselors for counseling experience,
 - librarians for librarian experience and
 - nursing instructors and college nurses for nursing experience.

Credit for full-time teaching experience is allowed for full academic years only; fractional parts of a year less than one (1) academic year (from the first day of fall semester through the last day of spring semester) will be disregarded. Part-time teaching experience in a full academic term will be converted to a full-time equivalency in computing step placement. The combination of full-time and part-time teaching credit in any given academic year cannot exceed one year's credit.

Credit for counseling, librarian and nursing experience is allowed for full academic years only; fractional parts of a year less than one (1) academic year will be disregarded.

3. Step placement credit for related experience is given for work experience other than teaching which was gained within fourteen (14) years from date-of-hire by the District. Work experience used for minimum qualifications may not be counted for step placement.

Credit for work experience will be on the basis of one step for each two (2) calendar years of work experience.

Experience with any specific employer must be on a continuous, full-time basis for a minimum of six (6) months and be directly related to the individual instructional assignment in this District.

4. The credit allowed for the combination of full-time and part-time teaching and work experience in any academic year cannot exceed one year.
5. No initial step placement shall be made beyond step 8.
6. Evaluation of related experience is the responsibility of the Human Resources Office.
7. During the first year of employment, an employee who feels that his/her first step placement has been determined in an arbitrary or capricious manner may seek representation from the Association and appeal to the Chancellor.
8. Section J.1. applies only to employees hired after April 1, 1997.
9. No initial step placement credit shall be granted beyond step 8 for experience accrued within the last fourteen (14) years as follows:

Years of Experience

<u>Direct</u>	<u>Related</u>	<u>Step</u>
0	0 – 1	1
1	2	2
2	4	3
3	6	4
4	8	5
5	10	6
6	12	7
7+	14+	8

Amended May 12, 2005

C. Classification Advancement After Initial Placement.

Faculty members may apply for classification advancement (to move over columns) following their initial placement on the salary schedule based on either academic units or applied work experience gained subsequent to employment by the District. A change between tracks A or B may not be made for classification advancement purposes unless at least 80% of the new regular load has been changed to the new track.

The process for applying for classification advancement is as follows:

1. Academic Units

- a. Only approved coursework and/or program of study will count toward classification advancement. Faculty are encouraged to obtain prior approval before beginning coursework, by submitting course/program and institution information to the Office of Human Resources.
- b. The rationale for courses and/or degrees submitted for credit toward classification advancement must meet at least one of the following conditions:
 - (i) Be directly related to the employee's current faculty service area;
 - (ii) Be consistent with the minimum qualifications necessary to maintain the employee's position with the District;
 - (iii) Meet requirements for a degree in employee's current faculty service area;
 - (iv) Be an appropriate course(s) or program of study relating to the learning process or special student situations, (e.g., conditions unique to underrepresented populations, first-generation students, etc.).
 - (v) Be professional education and/or college administration courses, providing these courses would aid the faculty member in understanding education law, finance, or organization.
 - (vi) Or otherwise add to the faculty member's professional competence
- c. No course, semester units, or degree credit shall be granted for classification advancement unless such course, semester units or degree was earned at an institution of higher learning, which has been accredited by a nationally recognized agency, such as the Western Association of Schools and Colleges (WASC). The District reserves the right to determine if the accrediting agency is acceptable. Faculty are encouraged to ask the District to make this determination prior to beginning courses or a program of study.

- d. No course or semester units shall be approved for classification advancement or for degree credit unless the employee receives a letter grade of “C” or higher or receives a “pass” designation in the “pass or fail” system.

2. Applied Work Experience

- a. Only preapproved applied work experience will count toward classification advancement. Faculty must obtain prior approval before beginning work, by submitting the work information to the Office of Human Resources.
- b. The rationale for applied work experience submitted for credit toward classification advancement must meet at least one of the following conditions:
 - (i) Be related directly to the employee’s faculty service area.
 - (ii) Be consistent with the minimum qualifications to maintain the employee’s position with the District.
 - (iii) Be appropriate applied work experience relating to the learning process or special student situations, (e.g., conditions unique to underrepresented populations, first-generation students, etc.).
 - (iv) Or otherwise add to the faculty member’s professional competence
- c. One (1) unit of credit equivalency may be given for every eighty (80) hours of applied work experience or forty (40) hours of relevant training approved by the District.
- d. Such applied work experience (voluntary or paid) must be at different facilities or entail a different aspect of the person’s skill area. The applied work experience will be considered for summer only or while off contract.

3. Classification Advancement Process

- a. The faculty member must submit the Request for Salary Advancement form with verification of successful completion, by way of transcripts or documentation of applied work experience, to the Office of Human Resources by the last day of the spring semester for advancement to be effective the following academic year. Official transcripts must be submitted by July 1 of the school academic year in which the salary advancement shall take place.
- b. Once all verification of successful completion has been submitted to the Office of Human Resources, a recommendation for classification advancement, including the effective date, will be submitted to the Board of Trustees for approval. A copy shall be provided to the faculty member.
- c. If the District denies a request for classification advancement, the Office of Human Resources must immediately supply the faculty member with a clear rationale, explaining how the courses or work experience failed to meet the criteria in Section D,1b or Section D,2b.
- d. If an employee believes that courses, degree, or work experience have been arbitrarily or capriciously disapproved or unfairly evaluated, they may seek Association representation and appeal to the Office of Human Resources. If unsatisfied at that level, the employee may then appeal to the Chancellor.

- e. If coursework is denied for classification advancement, based on the criteria in Section D,1b, the faculty member may instead submit those courses for tuition reimbursement per Article 19, Section C. Prior approval is not required, however, the criteria for tuition reimbursement must be met.

D. Step Advancement after Initial Placement

- a. An employee on sabbatical leave shall progress on the salary schedule in the same way as he/she would have had he/she remained in service in the District.
- b. An employee on a leave of absence, not a sabbatical leave, for one (1) semester or less shall progress on the salary schedule in the same way as he/she would have had he/she remained in teaching service in the District for the full year.
- c. An employee on a leave of absence for more than a semester, not a sabbatical leave, shall not be granted a step increase on the salary schedule for the school year that the employee was on a leave of absence.
- d. An employee hired for the entire Spring semester will advance in step the following year. If the total time teaching for the District is less than one semester, no step advancement will be granted.
- e. No more than one (1) year of combined work experience and teaching experience may be earned in any one academic year.

ARTICLE 11: Health and Welfare Benefits

- A. The District shall fully fund the least expensive health and welfare plan for each full-time unit member. Individual unit members shall have the option to select health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans. The benefit cap shall be listed in the Appendix.
- B. There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due the unit member.
- C. Upon receipt of notice by the District that the premiums are expected to increase in an amount which may change, the District shall notify SBCCDTA of such expected increase. Upon receipt of notice of the actual amount of any increase, the District shall notify unit members of the amount of the actual increase and the effective date of such increase.
- D. The District and the Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A.

The District shall offer a medical and dental plan for part-time bargaining unit members each year.

ARTICLE 12: Work Calendar

- A. The Academic Calendar for all members of the bargaining unit shall be established by the District after consultation with the Association. Changes in the established Academic Calendar may be made after consultation with the Association. The Academic Calendar shall contain the numbers of workdays set forth in this Agreement, and shall be consistent with this Agreement. The Academic Calendar shall include Thanksgiving, and winter recess.
- B. If spring recess is recommended to be eliminated by the Academic Calendar Committee, this may only be done by written mutual consent of the District and the Association.
- C. In-Service days for members of the bargaining unit shall be scheduled on weekdays immediately before, during, or after the primary semesters.
- D. The District shall establish an Academic Calendar Committee to prepare the Academic Calendar. The Academic Calendar Committee shall allow for representation by the Association. The Academic Calendar Committee shall prepare an Academic Calendar consistent with this Agreement and submit such Academic Calendar to the Chancellor for his or her consideration and later ratification by the Board.

ARTICLE 13: Workload

A. Work Year

1. Instructional Faculty

For July 1, 2019 to June 30, 2020, the work year for all full-time instructional faculty shall be 177 workdays which shall include 170 days of scheduled classes, three (3) in-service days including a commencement day and four (4) flex activity days in each academic year.

Beginning July 1, 2020, the work year for all full-time instructional faculty shall be 175 workdays which shall include 166 days of scheduled classes, seven (7) in-service days, including commencement day, and two (2) flex activity days in each academic year. In-service days shall be planned in collaboration between the district, faculty, and campus professional development.

2. Non-Instructional Faculty

For July 1, 2019 to June 30, 2020, the work year for all full-time non-instructional faculty shall be 200 or 221 days depending on assignment which shall include three (3) in-service days including a commencement day and four (4) flex activity days in each academic year.

Beginning July 1, 2020, the work year for all full-time non-instructional faculty shall be 198 or 219 days depending on assignment which shall include, seven (7) in-service days, including commencement day, and two (2) flex activity days in each academic year. In-service days shall be planned in collaboration between the district, faculty, and campus professional development.

The established work year schedule of any full-time non-instructional faculty member shall not be changed except in cases of mutual consent between the bargaining unit member and the District, documented college need, or emergency.

The scheduling of the 198 and 219 workdays shall be established by mutual consent between the faculty members and the supervisors by May 1 for the following year including the days designated within peak times. Peak time shall be defined as the times during the year that an increased influx of students is to be expected such as during registration and the beginning of each semester. It is understood that during peak time there is the potential for high student volume, and all counseling areas of the colleges, including categorically-funded programs, shall be staffed adequately by full-time non-instructional faculty to support the demand. Non-service time may not be allowed or may be limited during peak time periods. Peak time periods shall be determined by data collected from prior years. The data gathered by the appropriate manager will be reviewed with the affected non-instructional faculty to determine the peak times for the upcoming academic year and mutually agreed upon on or before April 15.

If mutual consent cannot be reached, a mediation team composed of the supervisor, the bargaining unit member, a SBCCDTA grievance representative and the supervisor's manager shall be created to find agreement. The bargaining unit member shall contact the campus's SBCCDTA grievance representative, who shall arrange a meeting date and time agreeable to all four parties within ten (10) days after receiving the notice of disagreement.

Barring an emergency, if either of the parties in the disagreement fails to attend the mediation meeting, the issue is resolved in favor of the party in attendance. If an emergency surfaces that prevents either party from attending, the parties shall notify each other in writing and provide alternative dates and times. This shall only be permitted to happen once.

- a. Beginning 7/1/2020 the base year of 198 days shall apply to bargaining unit members in the positions listed in Appendix E.1 or added through negotiations by MOU.
- b. Beginning 7/1/2020 the base year of 219 days shall apply to bargaining unit members in the positions listed in Appendix E.2 or added through negotiations by MOU.

3. In-Service and Flex Days

- a. In-Service Days: Contracted days requiring in-person participation in campus and/or District activities (e.g. training, planning, meeting accreditation standards, dialogue, state and local initiatives, commencement, orientation, etc.). Beginning July 1, 2020 in-service days shall be planned in collaboration between the district, faculty, and campus professional development.
- b. Flex Days: Individually-planned professional development activities.
- c. All full-time faculty must participate in in-service days unless excused by the Chancellor or his/her designee.
- d. A report of all the flex activities completed during the current academic year shall be submitted no later than five (5) business days after the end of the spring semester and the District shall share it with the appropriate Professional Development Committee. The report must include a description of the flex activities, the relevance and/or planned application of those activities, and comments on future professional development activities the faculty member would like to see for the following academic year.

4. Decrease in Workdays

a. Involuntary Change

Any probationary (tenure-track) or tenured (contract) non-instructional faculty who may be subjected to an administrative transfer/reassignment pursuant to Article 14, which also results in an involuntary decrease in the number of workdays in the work year compared to their current contract, shall be afforded a transition period for adjustment in pay. Other situations such as layoff, probationary termination, etc. shall follow the procedures as listed in the appropriate articles in the contract.

Written notification of change in work year will be provided along with a transition contract. The faculty member shall be assigned work to meet the original number of workdays in the academic year contract and the faculty shall be paid at their per diem rate for this work. A faculty member shall receive no fewer than twelve (12) months to adjust before the reduced workday calendar is implemented.

b. Voluntary Change

An approved voluntary request to be reassigned to a shorter work year (beginning 7/1/2020: minimum of 175 days) shall not receive a transition period to adjust for a reduction in pay.

5. Extended Work Year

With mutual agreement, the District may extend the work year of 175 and 198 days for full-time faculty. The faculty member shall receive per diem pay for each day the work year is extended. The District shall attempt to send a preliminary, tentative notice to employees about any extended contract year by March 15 of the preceding school year. The District shall attempt to finalize and communicate its determination for extended work years for the following June, July, August and/or September by March of that year. The per diem pay shall be determined by dividing the specific step where the employee is currently placed on the Salary Schedule (Appendix A) by 175 and 198 days as applicable to the faculty member's assignment.

6. Part-Time (Adjunct) Faculty

- a. The District shall establish a part-time, temporary faculty seniority list by August 30th of every academic year and shall provide the list to the Association. Seniority shall be determined based on a part-time faculty member's earliest hire date with the District without a break in service of more than 12 months. Part-time faculty with a break in service of more than 12 months will be removed from the seniority list (and will start at the bottom of the seniority list in the event of rehire). The seniority list shall be organized by college and discipline area (Faculty Service Area, FSA; e.g., CHC History Instructors, SBVC Librarians, CHC Counselors).

For instructional faculty, hire date is defined as the first day of the term in which the assignment begins. For non-instructional faculty, hire date is defined as the first day of work. If multiple faculty in the same discipline and at the same college have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.

Current contract and regular full-time faculty shall not be included on the part-time (adjunct), temporary faculty seniority list, irrespective of whether the full-time faculty teaches overload or summer courses. Retired full-time faculty shall start at the bottom of the seniority list in the event of rehire. Full-time temporary faculty who transition to part-time (adjunct) employment shall be placed on the part-time seniority list according to most recent District hire date.

- b. The parties agree that prioritization of reemployment of part time (adjunct), temporary-faculty shall be based on the following standards:
 - (i) A part-time temporary faculty's seniority in an area discipline as indicated on the District's part-time, temporary faculty seniority list.
 - (ii) The total number of courses taught, and/or the total number of non-teaching assignments held, at the District over the course of the part-time faculty's employment with the District and/or at any one time during employment by the District to be used in the event of a tie.
 - (iii) The results of part-time temporary faculty evaluations conducted pursuant to Article 16 of the collective bargaining agreement and Education Code section 87663.
 - (a) Instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for assignments in courses previously taught by that part-time faculty member at that college based

on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of classes consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty member's availability, willingness to accept specific assignments, and expertise to teach specific courses.

Non-instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for non-teaching assignments in assignments previously held by that part-time faculty member at that college based on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of hours consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty's availability, willingness to accept specific assignments, and expertise to perform specific assignments.

(b) If a part-time temporary faculty member receives an unsatisfactory or satisfactory with deficiencies evaluation, the faculty member shall be allowed to complete an improvement plan in accordance with Article 16 without being removed from the seniority list. Following a consecutive unsatisfactory or satisfactory with deficiencies evaluation, the part-time temporary faculty member will be removed from the seniority list and no obligation to re-hire will exist.

(c) Part-time temporary faculty members with missed evaluations shall be placed/remain on the seniority list.

(iv) Part-time faculty are employed on a semester-by-semester basis, in assignments that are temporary in nature, contingent on enrollment and funding, subject to program changes, and without assurance of continued employment.

c. The District and the Association agree to meet annually, if necessary, to evaluate the prioritization process.

7. Full-Time Faculty

a. Full-Time contract and regular faculty are placed on a seniority list based on hire date. If multiple faculty have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery, and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.

b. Full-time temporary faculty who transition to a tenure-track position (i.e., become contract faculty) shall be placed on this full-time seniority list based on their District hire date that corresponds to their first tenure-track year.

B. Workweek/Workday

1. All Full-Time Faculty

The workweek for all full-time faculty shall be forty (40) hours. Less than full-time faculty shall have a workweek of forty (40) hours prorated on the basis of full-time equivalency. (e.g., nine (9) lecture hours equals 0.600 F.T.E., a workweek of twenty-four (24) hours).

The forty (40) hour week for all full-time faculty shall include all student contact responsibilities, on-campus office hours (posted and arranged consultation hours), accurate record keeping for grades and attendance, committee assignments, preparation of all required reports, curriculum development and revision, learning and/or service area outcomes assessment, attendance during in-service days including commencement ceremonies and in-service activities, and other non-student contact responsibilities as determined and assigned by the District. All full-time faculty also shall attend commencement ceremonies and other in-service activities unless excused by the Chancellor or his/her designee.

The District and the Association recognize the professional nature of the work (as defined by Labor Code) performed by the faculty members and agree that full-time faculty shall be available at the District facilities for an additional five (5) hours per week beyond the assigned student contact hours, non-student contact hours, and office hours (pro-rated for less than full-time faculty) to perform required responsibilities. All faculty are required to serve on committees as appointed by the academic senate as a part of their assignment.

All semester-end documentation (grade submission, SLO/SAO data collection, and professional development reporting must be completed within five (5) days of the class ending or based on the grade submission date indicated by Admissions and Records, whichever is sooner.

Distance Education (including courses offered online) is recognized by both the Association and the District as an appropriate mode of delivery to meet the needs of our student population. In order to meet the expectations for full-time faculty responsibilities to the college, online course instruction shall be limited to 0.500 load for full-time faculty. Exceptions to this limitation must be approved by the supervising manager and the Vice President of Instruction. Faculty for whom this provision applies to shall follow the guidelines regarding the course quality and qualifications to teach online courses set forth by their respective campuses' Distance Education/Online committees. Distance educational assignments shall be on a voluntary basis subject to approval of the supervising manager.

There shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise provides written consent to their immediate supervisor. The District shall not for arbitrary and capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District's operational day.

No overload hours, extra compensation work of any kind, or special contract assignments shall be included within the forty (40) hours. As set forth in Tables I and II of this Agreement, a faculty member shall be assigned a weekly schedule comprised of one of the following:

- a. Fifteen (15) lecture hours.
- b. Eighteen (18) high intensity laboratory hours.
- c. Twenty-one (21) laboratory/clinical hours.
- d. Thirty (30) non-instructional hours.
- e. Thirty-five (35) hours of other assigned responsibilities.
- f. Any combination of the above listed assignments equaling 1.000 full-time equivalency.

2. Definitions

- a. Lecture Hours: Instructor student contact hours in which the instructor normally gives a lecture presentation which was previously prepared and students are required to complete substantial work prior to or after such lecture presentation.

- b. High Intensity Laboratory Hours: Instructor student contact hours in which both the student and the faculty have significant preparation before the scheduled contact time as well as significant work to be done after the scheduled contact time. The high intensity lab designation will apply to Nursing, Psychiatric Technology, and laboratory Science courses articulated to the Intersegmental General Education Transfer Curriculum (IGETC) pattern. Those science labs deemed high intensity are those that meet the California General Transfer Curriculum (CalGETC) requirement for laboratory science. Those labs deemed high intensity are those that meet the Area B (Scientific and Quantitative Reasoning) of the CSU general breadth requirement and/or Area 5 (Physical and Biological Sciences) of the IGETC until CalGETC is approved, at which time, The District will adopt those CalGETC approved courses in the lab sciences.
 - c. Laboratory Hours: Instructor student contact hours in which the instructor normally supervises student activities in a laboratory environment, the activities are related to lecture hours, the instructor frequently provides instruction and students are responsible for learning all information from the instruction and activities.
 - c. Clinic Hours: Activities where instructors or other professionals normally only supervises students who are practicing specific skills. The District and the Association also recognize that the implementation of “clinic hours” in some cases requires an expanded number of hours without additional compensation and flexibility since an instructor may be able to supervise a very small number of students at any one time.
 - d. Non-instructional Hours: Most of the non-Instructional contact occurs within the services and functions of the support and Student Service areas such as but not limited to counseling, library, learning centers, Health Centers, and/or support programs such DSPS and EOPS. Non-Instructional hours include activities where faculty normally interact with students within an office, center and, or other specified area or services of the college where the contact between faculty and students does not normally generate FTE.
 - e. Other assigned responsibilities: Primary responsibilities do not include student contact. All other duties as assigned in accordance with Title 5, California Education Code, California Government Code, and/or the Collective Bargaining Agreement.
 - f. New definitions per the most current Program and Course Approval Handbook (PCAH).
3. The District may assign full-time faculty loads between 0.950 and 1.050 without reduction of or addition to compensation. The District may also calculate load based on the average of two consecutive semesters in an academic year in order to allow for some flexibility in assignments. The District shall allow faculty assignment(s) to be adjusted to accommodate projects and other necessary work of the District as released or reassigned time.
 - a. Released time: A bargaining unit member released from his/her primary assignment, e.g., classroom instructor, counselor, coordinator, etc. to do the work of the Association, a statewide academic, or union role. Released time for the Association is addressed in Article 3- Association Rights. The Association will notify the immediate supervisor and Human Resources no later than two (2) weeks prior to the start of the semester in which the faculty is receiving released time.
 - b. Reassigned time: A bargaining unit member reassigned from his/her primary assignment, e.g., classroom instructor, counselor, coordinator, etc. to do other faculty work for the District.
 - c. The process for selection of reassigned positions shall be the purview of the corresponding department, division, Academic Senate and/or District Assembly. Positions with reassigned time shall be reopened at

least every three (3) years. Applicants for reassigned time shall notify their immediate supervisor upon approval of application. This notification is for communication purposes only.

- d. A review of the amount of allocated reassigned time shall require faculty on reassigned time to semi-annually complete a report indicating status of project or activity and average number of hours per week required to complete this work. The reassigned time report will be submitted to the immediate supervisor. By mutual agreement, reassigned time shall be negotiated by the Association and the District as necessary by December 1 and May 1 of each semester.
- e. In the event a faculty member cannot continue in a position with corresponding reassigned time, the process to replace that faculty member shall be the purview of the corresponding department, division, Academic Senate and/or District Assembly. All bargaining unit members shall have the equal opportunity to apply for any and all positions as long as they meet the required FSA.
- f. Should additional reassigned time assignments be designated by the District during the term of this Agreement, the District and the Association shall meet to determine the appropriate reassigned time for the workload.
- g. Per mutual agreement between the faculty member and the District, the faculty member shall be compensated at the hourly non-instructional rate for any reassigned time related work performed during summer and winter breaks.
- h. Schedules and work locations for reassigned time will be mutually agreed to with the immediate supervisor and the supervisor over the reassigned time and as per any contract language.

4. Special Projects

- a. A special project is defined as any District directed/provided work outside the contract that impacts the bargaining unit members' hours, wages and working conditions. For the purposes of this section, the term workload shall be as defined in Article 13, Section B-1.
- b. Properly running a District directed/provided Learning Community requires extra work and is thus designated as a special project. A Learning Community requires regular collaboration and integration between instructors on content and assignments when the same students are enrolled in the same two classes. The additional work is required in order to design and align the syllabus, course content, and assignments for the two linked courses; regularly attend each other's linked class sessions, and plan and participate in events relating to the success of the students (e.g., field trips).
- c. For special projects beyond the assigned workload the District shall notify the Association of the duties involved in the project and the compensation prior to initiating the workload.
- d. The district will follow Article 24 in regards to clerical support.

5. Grants

- a. A grant is defined as any external source funded project that impacts the bargaining unit members' hours, wages and working conditions. Awards that do not impact the bargaining unit members' hours, wages and working conditions, are not included in the definition of "Grant" as expressed in this section.

- b. Bargaining unit members, whose content knowledge is pertinent to the grant, may be involved in the development of the grant application from the start. The District shall notify the Association of the duties involved in the grant writing process and the compensation prior to initiating the workload.
- c. If the grant is awarded, the District shall notify the Association of the faculty duties involved in the grant and the compensation prior to initiating the workload.

6. Instructional Faculty

Within the forty (40) hours per week in B-1 above, all full-time instructional faculty shall work their assigned instructional load, maintain three (3) posted office hours per week and two (2) arranged office hours, and be available five (5) hours to perform required responsibilities listed in B-1 above at District facilities. All instructional faculty must submit their scheduled office hours within the first week of each semester to their immediate supervisor, and upon request, reasonable verification that they maintained the required number of office hours.

Instructional faculty who have less than a full assignment (except hourly faculty) shall maintain office hours on a pro-rated basis of their teaching load.

7. Non-Instructional Faculty with Student Contact Hours

Within the forty (40) hours per week in B-1 above, all full-time non-instructional faculty with student contact hours shall have thirty (30) hours of student contact hours including management-assigned responsibilities, maintain five (5) hours of preparation time, and be available five (5) hours to perform required responsibilities listed in B-1 above at District facilities.

8. Non-Instructional Faculty Without Student Contact Hours

Non-instructional faculty without student contact hours or as listed in Appendix E, shall remain at District facilities for requirements of their assignments for thirty-five (35) hours per week. In addition, non-instructional faculty without student contact hours or as listed in Appendix E shall be available at the District facilities for an additional five (5) hours per week to perform required responsibilities as listed in B-1 above. Schedules for non-instructional without student contact hours or as listed in Appendix E faculty will be mutually agreed to with the immediate supervisor as indicated in Section A. 2.

9. Part-Time Faculty

The assignment for part-time faculty shall include all student contact responsibilities (including office hours), accurate grade and attendance record keeping, and learning outcomes assessment and submission. All semester-end documentation (grade submission, SLO/SAO/PLO data collection and submission, and professional development reporting) must be completed prior to release of each semester's final pay warrant.

Additional load hours for student contact time (office hours or arranged hours) shall be as follows:

<u>Load</u>	<u>Scheduled Office Hours Per Week (per semester or session)</u>
Up to 0.400	0.50
0.401 and above	1.00

Posted office hours must be submitted to the immediate supervisor by the end of the first week of class.

Part-time faculty shall be compensated as specified in Article 10 for professional development time.

10. Full-time Faculty with Overload

The assignment for the overload shall include all student contact responsibilities (including office hours), accurate grade and attendance record keeping, and learning outcomes assessment and submission. All semester-end documentation (grade submission, SLO/SAO/PLO submission, and professional development reporting) must be completed prior to release of each semester's final pay warrant.

Full-time faculty members with overload shall have additional student contact time (office hours or arranged hours). These additional office hours shall also be posted and office hours must be submitted to the immediate supervisor by the end of the first week of class.

Additional load hours for student contact time (office hours or arranged hours) shall be as follows:

<u>Load</u>	<u>Scheduled Office Hours Per Week (per semester or session)</u>
Up to 0.400	0.50
0.401 and above	1.00

11. Coaches and Coordinators

The job descriptions and compensation for each may be found in the Appendix. The workload and compensation of each shall be assessed jointly by the Association and the District every five (5) years.

12. Faculty Chairs

The Faculty Department* Chair, under the direction of the Dean or Associate Dean, is responsible for the coordination of the unit to ensure that the quality of the program offered by the department meets the standards of the California Community College system and the San Bernardino Community College District in particular and is able to serve the needs of a diverse student population.

*A department is an organizational unit defined by one or more district program codes or discipline TOPs codes that are similar in expertise (Faculty Service Area, FSA) and containing at least three (3) full-time equivalent faculty members who provides instruction or service in one or more academic or vocational disciplines or service areas commonly recognized within the California Community College system.

The faculty chair job description, selection process, and compensation may be found in the Appendix. The workload and compensation shall be assessed jointly by the Association and the District every five (5) years.

13. Faculty Leads

Faculty Lead positions shall be applied to faculty work that is short-term or that involves temporary assignment(s) or rotational position(s) (no longer than three (3) years) to complete the special assignment(s), grant(s), project(s), and/or program(s) based on District need.

The Faculty Lead description may be found in the Appendix. The process is described in 3 c-h above.

C. Class Size

1. Minimum Class Size

The District shall apply the following provisions concerning minimum class sizes to all lecture and lab classes with the exception of independent study, research, coordinated instructional systems and classes by arrangement with other entities.

- a. The minimum enrollment shall be twenty (20) students.
- b. Advanced or sequential classes that require prerequisite courses, the minimum shall be fifteen (15) students.

The District may make exceptions to the above provisions concerning minimum class sizes in cases where instructors have other classes with large number of students, in courses required for graduation, in courses required in a major or in a career subject area, where the infrequency of a course requires it to be given, where there is a limited classroom size, or in experimental programs.

2. Maximum Class Size

The District shall apply the following provisions concerning maximum class sizes:

- a. Student enrollment in any course by the census date shall not exceed the maximum established by any applicable law.
- b. Student enrollment in any course by the census date shall not exceed the number of student spaces or work locations in the room or facility to be utilized.
- c. Student enrollment in any course by the census date shall not violate any applicable safety rule or obligation.
- d. Student enrollment in any English Composition course (Preparation for College Writing or Freshman Composition) by the end of the second week shall not exceed twenty-five (25) students except with the agreement of the instructor. This specific maximum shall apply only to English 010, 015, 101, and 102 courses which require adherence to any standards established by the University of California or weekly writing assignments and minimum word counts as follows, whichever is the greater:

English 010	Minimum 3,000 words
English 015	Minimum 3,000 words
English 101	Minimum 6,000 words
English 102	Minimum 6,000 words

- e. Student enrollment in non-introductory chemistry classes shall not exceed twenty-four (24). This maximum shall apply to chemistry classes, such as Chemistry 102, 104, 105, 150(H) and 151(H). Student enrollment in advanced chemistry classes shall not exceed twenty (20). This specific maximum shall apply only to advanced chemistry classes, such as Chemistry 205, 212(H) and 213(H).
- f. The Work Experience or internships/apprenticeships workload for a 1.000 load shall be 125 students and prorated for lower loads (such as a 0.200 load for 25 students). Students in excess of 125 students shall be treated as overload. The overload is to be determined as follows: $[\text{number of students} - 125] / 125$. For example, assume a workload of 150 students for one semester: $150 - 125 / 125 = 0.200$ overload.

D. Overload Assignments

No full-time faculty member shall have more than seven (7) hours of overload in any primary semester unless there is prior written approval from the Chancellor. In assigning overload, the District shall offer overload to full-time unit members according to full-time seniority placement and prior to part-time faculty members. If full-time faculty decline overload assignments, then hours/classes shall be offered to part-time (adjunct) faculty according to the part-time seniority process described in Article 13, section A,6,b,iii,(a). No overload hours or work that has extra monetary compensation shall be included within the forty (40) hours in B-1 above. A faculty member shall have no more than a 0.500 load (based on a 1.000 semester) unless it is a single course with a higher load (e.g. a 6-unit course) per Table I in any non-primary sessions (e.g. summer).

1. Load Calculations

The order of load calculations shall be as follows:

- a. Released time (i.e. union appointments)
- b. Reassigned time (i.e. other assignments)
- c. Regular work assignments (instructional and/or non-instructional time to reach remainder of load of 0.950 to 1.050).

2. Instructional overload shall include office hours as indicated in B 10.

E. Working Remotely

A faculty member's assignment may be met by working remotely. Faculty may work remotely up to 2 (two) days per week. Exceptions to this limitation must be approved by the supervising manager. Working remotely, for the purposes of this provision, is a term which recognizes the ability of any bargaining unit member to meet their professional obligations by working at an off-site location. Faculty who wish to work remotely must submit a request to their immediate supervisor each semester. Remote work assignments shall be mutually agreed upon. Remote work requests approved by the supervisor may not include the 5 hours of service to the district. The decision to approve or deny a remote work request is final, however, the decision may not be arbitrary or capricious.

If student/faculty contact need arises or campus responsibilities, such as committee meetings, are scheduled, faculty shall report to District facilities to meet such responsibilities. Working remotely schedules shall ensure that the full-time faculty members are available to meet the needs of the students, the department, and campus responsibilities. Faculty must be accessible during the time they are working remotely by a variety of ways: email, chat, telephone, voice mail and/or messaging, etc. Faculty will provide their supervisor with a communication plan when working remotely.

Faculty are expected to attend their District/Campus committee assignments by the preestablished meeting modality. Additional scheduled face-to-face meetings that conflict with approved, prescheduled remote days will be given a minimum of three (3) days' notice due to the change of modality, when feasible.

If it is determined the remote work schedule is not meeting student/district needs, the agreed upon work remote request can be revoked if steps to mediate any issues have not been successful.

Remote work requests are outside release time and reassignment obligations. Flexibility in remote schedules may be allowed for faculty with reassignment.

F. Days Per Week

All full-time faculty shall be available at District facilities for requirements of their usual assignments five (5) days per week, Monday through Friday, except in cases of holidays, approved leaves, or working remotely. Exceptions may be made by mutual consent between the faculty member and their supervisor in cases of (1) registration needs or (2) documented needs to assign a faculty Saturday and/or Sunday work in order to complete guaranteed workload.

If the District uses a 4/10 schedule during the summer months where 198- and 219-day faculty members are impacted, these faculty members shall have the choice to work 1.0 or 1.25 days when the District is open.

ARTICLE 14: Transfer/Reassignment

- A. A “transfer” is a movement of a tenure track bargaining unit member from one college to another. A “reassignment” is a movement of a tenure track bargaining unit member from one division or department to another division or department within a college. A “division” or “department” is a multi-disciplinary grouping containing related academic disciplines as established by the District. A department may also consist of a single discipline. (During 92-93 there were seven (7) divisions at Valley College and seven (7) departments or divisions at Crafton Hills College.) Nothing in this Article shall be interpreted as a restriction on the right of the District to change its organizational structure(s). The District has the right to transfer or reassign bargaining unit members as long as any such transfer or reassignment does not violate the specific provisions of this Article.
- B. A transfer/reassignment may be initiated by a Bargaining Unit Member (voluntary) or by the District (Administrative).

VOLUNTARY TRANSFER/REASSIGNMENT

- C. The District will consider all requests under this Article for voluntary transfer/reassignment from current unit members who meet minimum qualifications.
- D. A voluntary transfer/reassignment shall be based upon the following considerations:
Required minimum qualifications as specified in any job posting pursuant to state education law, regulation or Education Code Section 87369.
Consultation with the College President and with the Department or Division and its faculty.
Recentness of acquired knowledge and/or demonstrated competence based on evaluations and/or recommendations in the subject field or position.
Additional job-related qualifications as compared to other applicants.
Seniority in the District.
Ability to perform all required tasks of the specific vacancy as specified by the job description.
Ability to work with immediate supervisor(s) and any co-workers, and ability to perform with assigned students.
Criteria shall not be applied in an arbitrary or capricious manner.
- E. If requested by a unit member, a conference will be held between the administrator who denied the request for voluntary transfer/reassignment and the unit member to discuss the reason(s) for the denial of the voluntary transfer/reassignment. At the request of the unit member, an Association representative may attend the conference. The unit member may request and shall receive written reasons for the denial following said meeting.
- F. Any vacant position of 3/5 time or more shall be advertised in a posting made available to tenure track unit members for two weeks. A vacancy is any vacated, promotional or newly created position. Posting will contain a job description and qualifications necessary to meet the requirements of the position. The posting will include a closing date for submitting a request for transfer/reassignment which shall be not less than two (2) weeks from the date of posting. No assignment to fill the vacancy shall be made until after the closing date. A District Committee which meets the requirements for a screening committee for new hires shall review all qualified faculty requests for voluntary transfer/reassignment.

The Committee constituted in accordance with the District Affirmative Action Plan's guidelines for membership or screening committee for new hires shall make a recommendation to the College President who will in turn make a recommendation to the District Chancellor regarding which eligible applicant to accept or in the alternative, to advertise externally. The decision of the Chancellor shall be final.

- G. The District shall, upon request by a unit member, notify the unit member during summer recess of any posted academic bargaining unit openings which may arise during the summer recess. The unit member's request must be in writing and must include a mailing address for the summer. Said notification shall be by regular United States Postal Service Mail. The Association shall hold harmless the District from any non-delivery of said notification by the Postal Service.

ADMINISTRATIVE TRANSFER/REASSIGNMENT

- H. An administrative transfer/reassignment is initiated by the District and shall be based upon the considerations enumerated in subsection D of this Article.
- I. A unit member may request a conference between the administrator who determined the administrative transfer/reassignment and the unit member to discuss the reason(s) for the administrative transfer/reassignment. At the request of the unit member, an Association representative may attend the conference. The unit member may request and will receive, within reason, the transfer/reassignment following the Board Meeting. No administrative transfer/reassignment shall be arbitrary or capricious. Absent an urgent need for the immediate services of a unit member, any member who is administratively transferred/reassigned shall be given ten (10) regular scheduled workdays prior notice, except during the summer break when such notice shall be thirty (30) days, and the Association also shall receive notice.
- J. Nothing in this Article shall restrict the right of the District to make an administrative transfer/reassignment pursuant to provision D, or the right of the District to hire any new employee once the provisions of this Article have been met.
- K. If the District determines to transfer a program from one college to another, it will give ninety (90) days notice to affected unit members except if there is an urgent need.

ARTICLE 15: Personnel Files

- A. The permanent/official personnel file of each unit member shall be maintained at the Human Resources Office.
- B. Materials in the permanent/official personnel file of each unit member, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Non-instructional personnel may be authorized to inspect such materials during their working hours when necessary and within reasonable limits upon request and approval by their immediate supervisor.
- C. Information of a derogatory nature, except for information listed in the three numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. For purposes of this Article, the notice requirement shall be met with the inclusion of the following statement on any document to be placed in a unit member's District personnel file: "A copy of this document shall be placed in your District personnel file. You have a right to enter, and have attached to this document your written response. You have fifteen (15) regularly scheduled workdays from the day you were presented this document to have your written response attached to the document prior to its placement in your file. Your signature on this document indicates that you received it on the date stated herein, and shall not signify your agreement with the content of the document." After the effective date of this Agreement, all such material shall contain a reference as to the date(s) it was originally prepared and the name of the individual who determined that it should be filed. Review of any derogatory information shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- D. If a unit member disagrees with materials or the contents of materials placed in the unit member's permanent/official file, the unit member may prepare a written statement to be attached. Said written statement shall be filed within fifteen (15) of the unit member's regularly scheduled workdays.
- E. A unit member may obtain a copy of materials in his/her permanent/official file, except for the information listed in the three numbered phrases in paragraph B.
- F. Upon written authorization of the unit member, an Association representative may review the unit member's permanent/official personnel file or accompany the unit member in a review.
- G. Material in a permanent/official personnel file shall be considered as confidential. Access shall be limited to those individuals authorized by the District on a need-to-know basis.
- H. Anonymous derogatory information will not be placed in an employee's permanent/official personnel file.

ARTICLE 16: Evaluation Procedure

A. The District has both the sole responsibility to evaluate and assess the performance of each bargaining unit member. The purpose of evaluation is to recognize performance in the areas of instruction, counseling, and other educational services assigned by the District; to support and enhance satisfactory performance (meets expectations); to identify areas of performance needing improvement; to document unsatisfactory performance (does not meet expectations) of the bargaining unit member; to recommend improvement measures, and monitor progress. These procedures have been designed to provide a uniform and fair evaluation process. Nothing in this Article shall allow a violation of Sections of the Education Code covering the procedures for evaluation of academic employees in public community college districts in California.

B. Frequency of Evaluation

All evaluations will cover performance, over the full evaluation cycle:

1. Contract (Tenure-Track Probationary) bargaining unit members shall be evaluated at least once in each academic year.
2. Regular (Tenured) bargaining unit members shall be evaluated at least once in every three academic years.
3. Full-Time Temporary bargaining unit members shall be evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
4. Part-Time (Adjunct) bargaining unit members shall be evaluated once per year within the first two years of employment. Thereafter, evaluation shall be at least once every six regular semesters.
5. Formal evaluations during the summer session must meet all the requirements of Section D of this Article, "Formal Evaluation Procedures."

Additional evaluations beyond the minimum required shall be consistent with Article 24, Section B.

C. There shall be a periodic review of the evaluations forms at least once every five (5) years, or by mutual agreement as needed. The District and Association negotiations teams shall collaborate for the review and/or changes to the forms.

D. Basic Terms of Evaluation

The basic terms of the formal evaluation may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - a. Instructional Faculty
 - i. Use means of presenting subject content (e.g., lecture, discussion, or demonstration) which effectively facilitate learning and support diversity and inclusion. In online or partially online courses,

appropriate online methodologies are utilized to achieve the outcomes and objectives and include regular, substantive interactions.

- ii. Employ fair and reasonable examinations and/or other assessments consistent with the objectives and outcomes of the course and aligned with the course outline of record. Regularly assess student learning outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.

b. Non-Instructional Faculty

- i. Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning and support diversity and inclusion.
- ii. Employ fair and reasonable assessments, if applicable, consistent with the objectives and outcomes and aligned with the principal content. If applicable, regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.

3. Effectiveness of communication. The bargaining unit member shall:

a. Instructional Faculty

- i. Communicate to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students and outlines how the course grade is to be determined.
- ii. Explain the concepts which comprise the course material. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.

b. Non-Instructional Faculty

- i. Communicate the purpose, mission and scope of the program area.
- ii. Explain the department or program procedures to be followed.
- iii. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.

4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:

a. Regular, Contract and Temporary Faculty

- i. Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty are required to participate in new faculty orientation as delivered by the college.
- ii. Participation in other academic work, e.g., department, division, and faculty meetings.
- iii. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- iv. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).

b. Part-Time Faculty

- i. Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
- ii. Regular communication with faculty chairs and evaluating manager.
- iii. Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).

5. Performance in other or additional areas of responsibility if applicable. The bargaining unit member shall function effectively in positions of additional responsibility, e.g., as department chair, coach, faculty lead, etc. or during reassigned time.
6. Faculty may have assignments that incorporate both instructional and non-instructional obligations. In these cases, the evaluation will include all assigned roles.

E. Formal Evaluation Procedure for Contract, Regular, Temporary, and Part-Time Bargaining Unit Members

The formal evaluation procedure shall include the following basic components, which are detailed below:

1. Initial Conference
2. Peer Observations
3. Student Evaluations (if applicable)
4. Additional Faculty Feedback, for non-instructional faculty without student contact only
5. Self-Evaluation
6. Evaluating Manager Observation (if applicable) and Summary
7. Final Conference

1. Initial Conference

An initial conference between the evaluating manager and bargaining unit member shall occur before the formal evaluation procedure may begin. This conference will include an explanation of the complete District

evaluation procedure, including the process for responses and timelines. The evaluating manager and the bargaining unit member shall cooperate in the scheduling of the initial conference, which both parties shall attend.

2. Peer Observations

a. Peer Review Process

- i. Peer observations shall be conducted by faculty familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation. Training on the peer evaluation process and forms will be available for faculty.
- ii. Peers shall base their review of the bargaining unit member on observations of the bargaining unit member in their instruction and/or communication with students, colleagues, and other members of the college community.
- iii. The peer evaluation process will include observation of the bargaining unit member in their assigned roles utilizing the approved peer evaluation observation form. If it is mutually agreed by the peer observer and the manager that observation is not possible, an interview may replace the observation.
- iv. Each peer shall complete and submit the signed peer evaluation form to the evaluating manager. A unit member, other than a Department Chair, shall not be required to serve as a peer reviewer in more than two peer reviews per year unless the unit member so agrees. A unit member, other than a Department Chair, shall not be required to serve as a peer reviewer during any semester in which they are being evaluated unless the bargaining unit member so agrees.

b. Regular, Contract, and Temporary Full-Time Faculty

Two qualified peers (tenured or tenure-track faculty) shall participate in the bargaining unit member's evaluation. One peer shall be selected by the Academic Senate President and one peer shall be selected by the bargaining unit member being evaluated.

c. Part-Time Faculty

One peer shall participate in the bargaining unit member's evaluation. The peer shall be the appropriate faculty chair or full-time faculty designee.

3. Student Evaluations

Student evaluations of instructional and non-instructional (with direct student contact) bargaining unit members' effectiveness shall be conducted utilizing a mutually agreed upon tool. No student evaluations will be included if the position does not exercise direct student contact as part of the regular duties. To ensure confidentiality of student responses, the bargaining unit member shall not be present during administration of the student evaluation tool.

4. Additional Faculty Feedback

For non-instructional faculty without student contact, five (5) faculty will be chosen by the bargaining unit member and five (5) by the evaluating manager, or 10 faculty members mutually agreed upon by both parties, to receive the feedback tool. These faculty are in addition to the peer evaluators. Selections shall include faculty members on relevant committee assignments and/or faculty on campus. All faculty providing feedback for the bargaining unit member will be given the member's job description.

5. Self-Evaluation

The bargaining unit member will complete a statement, based on the current evaluation cycle, using the agreed upon content of the self-evaluation tool. Keeping in mind the need to integrate equity and/or diversity in all areas of your work. Please address the following items:

- a. Discuss how you have demonstrated support of student success to include culturally responsive teaching and/or services (e.g., including information such as modifications to your course structure or services, approach to working with students, and an analysis of disproportionate impact in classes taught by the faculty member and strategies for addressing any disproportionately impacted groups).
- b. Describe one or two successes you have had in your role on campus.
- c. Discuss your contribution to campus community and culture (e.g., committee work, student life activities).
*not required for part-time
- d. Describe any research, seminars, trainings, or other work completed in order to expand or enhance expertise that would benefit job performance.
- e. Reflect on the results of your peer evaluations if received at least two weeks prior to the due date for self-evaluation.
- f. Reflect on the results of student evaluations (if applicable) if received at least two weeks prior to the due date for self-evaluation.
- g. Reflect on the results of faculty feedback (for non-instructional without student contact) if received at least two weeks prior to the due date for self-evaluation.
- h. Explain what the District can do to support you (e.g., training, resources, achieving goals) if applicable.
- i. Add anything else if desired, as related to integrating equity and/or diversity into your work.

6. Evaluating Manager Observations and Summary

For full-time bargaining unit members, there will be a direct observation of the unit member by the evaluating manager for the purpose of evaluating the employee's assigned roles and the relationships and communications with students, peers and other members of the District. For part-time faculty, there will be direct observation by the evaluating manager during at least the first two evaluation cycles, and at least every two (2) evaluation cycles after that. Additionally, there will be direct observation by the evaluating manager on any off-cycle evaluation. Observations made throughout the evaluation cycle of the bargaining unit member's

job performance may be included. A written evaluation summary prepared by the evaluating manager, shall include their observations and recommendations, student evaluations and peer evaluation(s).

The District may conduct additional observations during the Formal Evaluation Procedure. Faculty will be notified in advance, in writing, of any additional observations.

7. Final Conference

- a. The results of the formal evaluation, its summary, and all related documents will be discussed in a final conference between the evaluating manager and the bargaining unit member.
- b. A copy of the final summary and all official evaluation documents to be placed in the employee file will be provided to the unit member at the meeting. In addition, the evaluating manager will notify the bargaining unit member of their right to respond to the evaluation in writing within 30 calendar days and that the response will be attached to the evaluation and become part of the permanent record.
- c. This conference will occur no later than the last day of the respective semester, per the approved academic calendar, for any formal evaluation. The evaluating manager and the bargaining unit member will cooperate in the scheduling of the final conference, which both parties shall attend.
- d. The formal evaluation summary shall be dated and signed by the evaluating manager. The bargaining unit member shall sign and date the formal evaluation summary when it is received. Such signature, by itself, shall not be interpreted as agreement with the contents or findings of the formal evaluation summary.
- e. If the formal evaluation summary cites specific deficiencies for non-probationary faculty (part-time, full-time temporary, tenured faculty), the evaluating manager shall schedule a meeting with the bargaining unit member to discuss appropriate steps for improvement. The evaluating manager shall give specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a written statement of such improvement shall be prepared and signed by the evaluating manager and placed in the bargaining unit member's personnel file. A copy shall also be provided to the bargaining unit member.

For probationary faculty (tenure-track full-time faculty), see Tenure Review section.

- f. The bargaining unit member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file. The content of the evaluation shall not be grievable.

F. Tenure Review Procedures

1. In the San Bernardino Community College District, tenure-track contract faculty members will be recommended for tenure only during their fourth year of service.
2. The Office of the President shall provide the names, assignments, and year(s) of service of all probationary faculty members currently participating in the tenure process to the President of the San Bernardino Community College District Teachers Association no later than September 30 of the current fall semester.

3. The Tenure Review Sub-Committee (see Section H2) will be presented with all evaluations for tenure-track faculty in each of their first three years of service. For any evaluation that meets expectations, a memo will be submitted to the College President with a recommendation to offer the next probationary contract. The administration will share this information with the faculty member(s).
4. Any evaluation where improvement is needed or does not meet expectations in any given year shall be reviewed by the Tenure Review Committee. If the evaluation does not meet expectations in the first, second, or third years, the Tenure Review Committee shall:
 - Initiate the Improvement Plan Process in Section H3; or
 - Recommend that the faculty member in question be dismissed at the conclusion of the current contract.

The Tenure Review Committee's recommendation will be forwarded to the faculty member by the administration.

5. All contract faculty members will be evaluated during the fall semester of the fourth year of service, unless the faculty member has been recommended for dismissal at the end of the third year.
6. The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.
7. At the conclusion of this evaluation, the Tenure Review Committee shall meet and decide on a recommendation of tenure or dismissal for the faculty member in question. If all contract evaluations of a faculty member meet expectations, the Tenure Review Committee shall recommend that individual to the President for tenure. The administration will share this information with the fourth-year faculty member.
8. All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.
9. If the College President disagrees with a recommendation of the Tenure Review Committee, the College President and the Committee shall meet with the District Chancellor to present their differing points of view. The Chancellor shall have final authority to make a recommendation to the Board of Trustees.
10. The Tenure Review Sub-Committee identified in Section H2 below, at both colleges, shall have as part of its responsibility to annually review all evaluations of the probationary faculty to ensure that every step of the evaluation procedure described in Article 16 has been strictly followed. Should the review reveal any missed steps or errors in application of the Article 16 Procedures, the Association Representative on the Committee shall immediately contact the President of the Association who shall initiate the Grievance Procedure on behalf of the affected bargaining unit member(s).

G. Tenure Review Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a standing Tenure Review Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30. The Tenure Review Committee will meet if there is an improvement plan needed by one or more faculty members and/or to determine tenure recommendations.

2. Each college's Tenure Review Committee will consist of six (6) members:

- One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
- Two (2) Administrators
 - Vice President of Instruction
 - Vice President of Student Services
- Two (2) Tenured faculty members appointed by the Academic Senate President *
- One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
- One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

** The two (2) tenured faculty members appointed by the Academic Senate President shall consist of one (1) tenured instructional faculty member and one (1) tenured non-instructional faculty member.*

3. The Vice President of Instruction shall report the names and positions of the members of the Tenure Review Committee at their college to the SBCCDTA President no later than September 30 of the current fall semester.

H. Tenure Review Sub-Committee

1. During the academic years when one or more contract faculty members will be participating in the tenure process, a Tenure Review Sub-Committee shall be established during the Fall semester at each college. The Vice Presidents of Instruction shall ensure that these committees will be in place no later than September 30.
2. Each college's Tenure Review Sub-Committee will consist of three (3) members from the Tenure Review Committee:
 - One (1) Tenured faculty member who shall chair the Tenure Review Committee appointed by the College President
 - One (1) Tenured faculty member appointed by the San Bernardino Community College District Teachers Association (SBCCDTA)
 - One (1) Administrator; either the Vice President of Instruction or the Vice President of Student Services
 - One (1) non-voting Human Resources representative to verify employment timelines and legal compliance

3. Improvement Plan Process

- a. The Tenure Review Committee shall meet with the faculty member, the evaluating manager, and an additional tenured faculty member, selected by the faculty member needing improvement, to develop the improvement plan. The improvement plan will identify some resources and strategies to facilitate improvement within a reasonable timeframe.
- b. If the Tenure Review Committee has any doubt about a faculty member's overall performance after the conclusion of an improvement plan, the Tenure Review Committee shall recommend:

- i. An additional improvement plan to be monitored and evaluated prior to the completion of the fall semester of the contract faculty member's fourth year of service; or
 - ii. That the faculty member in question be dismissed at the conclusion of the current contract.
- c. In the case of bargaining unit members for whom improvement is needed or does not meet expectations in the fourth year, in lieu of an improvement plan, the Tenure Review Committee will review the fourth-year evaluation and consider all previous contract evaluations for the determination to recommend or not recommend tenure.

Tools used during the evaluation process are negotiated between the District and the Association.

ARTICLE 17: Public Charges

- A. This article shall apply only to written complaints against a unit member by students, parents/guardians of students or members of the public. Prior to any such written complaints, a complainant should be encouraged to present an informal complaint with the unit member directly in an effort to reach a mutual agreement on the matter.
- B. This complaint procedure shall not be used if the District provides another procedure for the specific type of complaint being filed, such as sexual harassment complaints.
- C. Upon notice to the District by any agency or state organization of a complaint against a unit member, or an investigation initiated as a result of a complaint against a unit member, the District shall immediately notify the Association and the unit member unless such notice is specifically prohibited by law.
- D. If the parties do not reach a mutually agreeable resolution, the complainant may submit a written complaint following the procedures set forth in Section F and G of this article.
- E. Complaint Procedures

The District and the Association agree that prompt complaints facilitate an appropriate and satisfactory resolution. No discipline, dismissal, placement of material in the unit member's file or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agencies, and/or the public unless these procedures have been followed:

1. Each written complaint must be filed immediately but no later than ten (10) working days after the date of the incident that resulted in the complaint. Written complaints pursuant to this Article shall be submitted to the immediate supervisor, who is the manager, of the unit member. Such complaints shall be submitted in writing. The written complaint shall set forth in detail all of the facts upon which the complaint is based, including but not limited to names, dates and other specific details, shall be signed and dated by the complainant, and shall state the requested remedy.
2. A copy of the written complaint shall be forwarded to the unit member not more than five (5) working days following its receipt by the immediate supervisor. No action shall be taken by the District on an oral and/or anonymous complaint.
3. The unit member shall have the right to attempt resolution of the complaint at this point without further involvement of the administration. The unit member shall schedule a meeting with complainant to do so within five (5) working days of receipt of the complaint and the meeting will take place within a reasonable amount of time following. A written summary of the meeting will be developed by those present which includes the resolution, roles and responsibilities of those implementing the resolution, and a timeline for implementation.
4. Should the unit member believe the allegations in the complaint warrant a meeting or because of the lack of a mutually agreeable resolution, s/he shall request that the immediate supervisor attempt to schedule a meeting between the unit member and the complainant to be facilitated by the immediate supervisor. Such meeting shall be scheduled by mutual consent within a reasonable amount of time.
5. If a complaint is filed by a parent, the unit member may request that the student of the parent/guardian who filed the complaint be present during part or all of this meeting.

If the complainant refuses to attend the meeting, the complaint shall neither be placed in the personnel file nor shall it be utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

6. Should there be no resolution as a result of Step 3 above, the immediate supervisor shall request that the member of the public meet with her/him to discuss the complaint. If a parent files a complaint, on behalf of the minor student, the supervisor may request that the student of the parent/guardian who filed the complaint be present during part or all of this meeting. If the complainant does not attend the conference and there is no evidence to substantiate the complaint other than the oral testimony of the complainant, or minor student, no record of the complaint shall be placed in the personnel file and the matter shall be considered closed.
7. The immediate supervisor shall meet to discuss the complaint with the unit member. After the immediate supervisor has reviewed the complaint and has met with the unit member, s/he may request that the complainant meet with him or her, with or without the unit member, to attempt to resolve the complaint. Such meeting shall be held within the next five (5) working days.
8. After following the procedures set forth in this Step 7 above, and within 3 (three) working days following said meeting, the immediate supervisor shall forward to the complainant and the unit member a recommended resolution in writing.
9. Within five (5) working days after receiving the recommended resolution, if either the complainant or the unit member is not satisfied with the resolution, s/he shall notify the immediate supervisor who shall forward the complaint, along with the investigation and attempts at resolution shall be forwarded to the President of the College. The President of the College, or her/his designee, shall meet with the complainant and the unit member in an attempt to reach a resolution. The unit member shall have the right to representation of her/his choice at this meeting. If the complainant does not attend the meeting, or if a resolution is not reached, the President of the College shall forward to the complainant and the unit member a recommended resolution in writing.
10. Within five (5) working days after receipt of the written resolution, if either the complainant or the unit member is not satisfied with the resolution, s/he shall notify the President of the College, who shall forward the complaint, along with the investigation and attempts at resolution shall be forwarded to the District, Office of the Chancellor.
11. The Chancellor's designee may meet with the complainant and/or the unit member. Such meeting shall be held not more than five (5) working days following receipt of the appeal. The unit member shall have the right to representation of her/his choice at this meeting. The Chancellor or his/her designee shall issue a decision regarding the complaint, a copy of which shall be provided to both the complainant and the unit member.

F. Complaint to the Governing Board

1. If the complainant is not satisfied with the response of the Chancellor's designee, the complainant may file the complaint with the Governing Board. A complaint filed with the Governing Board shall be filed no later than ten (10) working days after the date the Chancellor's designee forwarded notice of the decision regarding the complaint. The complainant shall submit to the Governing Board a written notice of the basis upon which the complainant desires to appeal the decision of the Chancellor. The complaint to the Governing Board shall be filed with the Chancellor who shall forward the complaint to the Governing Board.

2. The Governing Board retains sole discretion to decide whether or not to hold a meeting regarding the complaint. If the Governing Board decides to hold a meeting regarding the complaint, such meeting shall be held within forty-five (45) calendar days after the complaint is filed with the Governing Board. The Governing Board may extend the above period if appropriate or necessary.
3. The Chancellor or designee shall provide the complainant and the unit member with notice of no less than five (5) calendar days of the time, date, and place of any meeting of the Governing Board regarding the complaint. The Governing Board shall request that the complainant and unit member attend the meeting. The unit member shall have the right to representation of her/his choice at this meeting.
4. The meeting shall be held in closed session unless the unit member requests in writing at least five (5) days prior to the date of the meeting that it be held in a public session. The complainant and the unit member shall both have an opportunity to attend and to speak at the meeting. The complainant shall have the opportunity to speak first. The Governing Board may question the complainant and the unit member. The Governing Board also may request other persons to attend and speak during this meeting.
5. The Governing Board shall prepare a written response to the complainant. The written response shall be forwarded to the complainant and the unit member within fifteen (15) calendar days after the conclusion of the meeting before the Governing Board. The Governing Board may extend the above period if appropriate or necessary. The decision of the Governing Board shall be final and binding.

G. Oral or anonymous complaints shall not be processed through this procedure.

H. Should the Association and/or a unit member become aware that a public charge investigation has been initiated without notice to the unit member in accordance with these procedures, the Association shall immediately notify the Office of the Vice Chancellor of Human Resources that such investigation is not in accordance with these procedures and the investigation shall cease immediately unless otherwise specifically prohibited by law.

No reference to complaints, which are determined by the District to be without merit, shall be placed in the unit member's personnel file or utilized in any evaluation or disciplinary action against the unit member.

This Article is subject to the grievance procedure only to the extent that it is alleged that the District herein has violated the procedures.

ARTICLE 18: Leaves of Absence

- A. Nothing in this Article shall allow a violation of Sections of the Education Code covering leaves for academic employees in public community college districts in California. The District within its discretion may grant additional leaves with or without pay (e.g., acute bereavement); the District and the Association agree that the granting of any additional leave shall not establish a practice in the District.
- B. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized paid leave of absence shall continue to receive regular salary and health and welfare benefits. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized short-term unpaid leave of absence for fifteen (15) days or less shall continue to receive regular health and welfare benefits. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized long-term unpaid leave of absence for more than fifteen (15) days shall continue to receive regular health and welfare benefits only if the member transmits to the District on a regular basis the full monthly cost to the District of such benefits. Failure to provide regular and prompt payment to the District shall result in loss of coverage.
- C. A bargaining unit member returning from any type of paid leave shall be entitled to return to a similar assignment held prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to a comparable assignment held prior to the leave unless no comparable position is available because of the assignment of a regular or contract unit member.
- D. The District shall provide an account of the number of days of illness/injury leave accumulated, plus the number of days entitled for the current school year. An accounting of such days should be provided by November 1 of each school year for each full-time or part-time bargaining unit member. The District also shall provide such information to hourly employees upon written request.
- E. All verification of leaves may be initially accomplished by the immediate supervisor but only the Chancellor or designee has the authority of the District to approve verification of leaves or make final decisions on leaves. The District may prepare and distribute leave forms as long as those forms do not violate the provisions of this Article. The District may adopt verification procedures to implement the provisions of this Article as long as those verification procedures do not violate the provisions of this Article.
- F. Members of the "immediate family," as used in this Article, shall be restricted to the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, son, son-in-law, daughter, daughter-in-law, father-in-law, mother-in-law, any step relationship, brother, sister of the employee, or any other individual whose legal residence is in the immediate household of the employee.
- G. 1. Sick Leave (Education Code Section 87781)
 - a. Every academic employee employed five (5) days a week by the District shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service. Academic employees employed for more than ten (10) months per year shall be entitled to additional days' leave of absence for illness or injury up to a maximum of two (2) in one quarter (.25) increments dependent on the length of their contract (e.g., 10 3/4 month contract = 10.75 sick leave days). An academic employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the employee served

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

- b. The provision of extended illness leave relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any such employee employed five (5) days a week or to the proportion of ten (10) days of absence to which such employee employed less than five (5) days a week is entitled hereunder on account of illness or accident or to such additional days granted by the governing board. Any employee shall have the right to utilize sick leave provided for in this provision and the benefit provided by the provision of extended illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

c. Verification:

- (1) The District may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days. The District shall require different written verification for an employee who has membership in a religious body whose traditional teachings include objections to the use of medical doctors.
- (2) The Chancellor or designee may require appropriate verification (e.g. an affidavit) of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.

2. Extended Sick Leave (Education Code Section 87780)

If a bargaining unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him after the exhaustion of accumulated sick leave under provision G 1 for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill his/her position during his/her absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he/she been employed. The District acknowledges that under current Education Code Section 87780 it shall make every reasonable effort to secure the services of a temporary employee while a regular employee is on leave under this provision.

3. Pregnancy Leave (Education Code Section 87766)

- a. A unit member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
- b. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.
- c. This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.

4. Industrial Accident and Illness Leave (Education Code Section 87787)

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

- a. An employee shall be allowed leave for not less than sixty (60) working days. Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Industrial accident or illness leave will commence on first day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the normal wages for the day.
- e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full-day's wage or salary.
- h. Any employee receiving benefits as a result of this section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

5. Personal Necessity Leave (Education Code Sections 87781.5 and 87784)

- a. A bargaining unit employee may use no more than six (6) days of accumulated sick leave per school year in case of compelling personal importance or necessity.
- b. For purposes of this provision, "compelling personal importance or necessity" is defined as:
 - Serious illness of a member of the employee's immediate family;
 - Death of a member of the employee's immediate family (if additional leave is required beyond Bereavement Leave);
 - Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family;
 - An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours;
 - When a unit member is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted. The unit

member will be paid the amount of the difference between the member's regular earnings and any amount(s) he/she receives as witness fees. The leave request form shall be submitted with a copy of the subpoena attached;

Recognized religious holidays of a religious body in which the unit member regularly practices or has membership.

- c. For purposes of this provision "compelling personal importance or necessity" shall not include:
 - Recreation of any kind
 - Engaging in other employment of any kind, including direct or indirect self-employment
 - Social events
 - Vacation
 - Any concerted refusal to work
 - Pursuit of other business, financial or economic interests of the employee
 - Any illegal activity
- d. Except in the case of an emergency, advance permission for leave taken pursuant hereto must be obtained from the Chancellor or designee, who shall have sole discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave for an emergency shall be given by the employee to the District Chancellor or designee.
- e. A unit member may use not more than two (2) of the six (6) days of personal necessity leave under this provision for "personal business" which can be transacted only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee. For purposes of this provision "personal business" shall not include any matter listed in paragraph c immediately above except for "pursuit of other business, financial or economic interests of the employee." The unit member seeking to use personal necessity leave under this provision for "personal business" must file a written statement with the Chancellor or designee, that such leave is for personal business which can be transacted only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee, and that the purpose of the personal business leave is entirely consistent with this provision. The Chancellor or designee shall grant such personal business leave unless there is a reasonable ground(s) to believe that additional verification is appropriate, in which case the verification must be submitted to the Chancellor or designee.

6. Bereavement Leave (Education Code Section 87788)

Each member of the bargaining unit is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

"Acute bereavement" is a type of additional bereavement beyond the leave in the above paragraph, and may be granted within the sole discretion of the District.

The Chancellor or designee may require reasonable verification of any such leave.

7. Jury Duty Leave (Education Code Section 87035)

Unit members shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

- a. Subject to the provisions below, the unit member, while serving on jury duty, shall receive his/her regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.
- b. As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty; the District will cooperate with the employee in any appropriate manner. Unit members who are denied an exemption or postponement after a good-faith application for same, shall be eligible for paid leave up to a maximum of five (5) unit members at any one time.
- c. An employee on jury leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable position. An employee on jury leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time jury leave began.

8. Military Leave

The District shall grant all leaves for military purposes pursuant to the requirements of federal and state law.

9. Exchange Teacher Leave (Education Code Sections 87422, 87423, and 87424)

- a. The District pursuant to applicable law may enter into an agreement with the proper authorities of any foreign country, or of any state, territory, or possession of the United States, or other district within the state, for the exchange and employment of regularly credential employees and employees of public schools of any foreign country, state, territory or possession, or other district within this state.
- b. Any academic person so employed shall be known as an “exchange academic employee.”
- c. No exchange shall be made without the consent of the employee.

10. Family Emergency Leave

Upon prior approval by the Chancellor or designee, and upon exhaustion of Personal Necessity Leave, a unit member may be granted a maximum of two (2) days paid leave in any school year to attend to a family emergency which requires the presence of the unit member. Such leave is not cumulative and is granted within the discretion of the District.

11. Professional Conference Leave

- a. Bargaining unit members may, with approval of the college President, be permitted without loss of compensation to attend professional conferences directly related to their teaching or other District work assignments.
- b. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.
- c. No such leave shall be granted unless the unit member has requested and received approval on the appropriate District form.

12. Unpaid Leaves

Any unit member may be granted an unpaid leave of absence by the Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Board may determine.

- a. Health. An application for leave of absence for reasons of personal health in excess of the time for which sick leave benefits are payable to a unit member must be supported by the written recommendation of a licensed physician or health practitioner.
- b. Study. An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied at what institutions.
- c. Travel. A leave of absence for the purpose of educational travel must be supported by a written statement of itinerary indicating absence from the District for a majority of the time covered by the application for such leave.
- d. Home Responsibilities. A leave for this purpose may be granted to a unit member to care for his/her immediate family member whose health temporarily requires the full-time attention of the unit member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner.
 - (i) Family Care Leave: After two years of full-time service, the SBCCD will allow family care leave for care of disabled or seriously ill children, spouses, parents or other members of the immediate family as defined in Article 18 for a period of up to twelve (12) weeks. Sick leave may be used for this purpose. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve (12) week period. During this leave, the District will continue health benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both District and employee.

Leave under (i) may not be taken more than once in any two-year period. Leave benefits under this section are in addition to other leave rights available to employees.

- e. Personal Business. A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a unit member for study leave as set forth in subsection b above; and which, in the judgment of the Board, will increase the unit member's competence in relation to his/her present or anticipated assignment within the District.
- f. Unit Member Who Is Elected To The Legislature (Education Code Section 87701)

A regular (permanent) unit member who is elected to the Legislature shall be granted a leave of absence. Within six (6) months after the term of office of such permanent unit member expires, the permanent unit member shall be entitled to return to the District to the position held at the time of election.

- g. Unit Member Who Is Elected To Other Full-Time Public Office

A permanent unit member who is elected to any full-time public office other than the Legislature may be granted an unpaid leave of absence for the length of the term or terms of office. The permanent unit member utilizing such leave shall notify the District in writing of intended return ninety (90) days prior to the intended date.

13. Parental Leave

- a. If an employee has been employed by SBCCD for more than twelve months, the SBCCD will allow parental leave for a period of twelve (12) weeks, for an employee, within the first twelve (12) months following the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of a child of the employee. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period. During this leave, the District will continue health benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both District and employee (Education Code Section 87780.1).
- b. Upon exhaustion of all available sick leave, including all accumulated sick leave, an employee shall receive no less than 50% of his or her regular salary for the remaining portion of the 12-workweek period of parental leave, regardless of the differential pay system used by the District (Education Code Section 87780.1).
- c. The eligible employee shall give 30 days' advance notice to the Human Resources of the employee's intent to take Parental Leave to the extent possible (even if an approximation). When such advance notice is not possible (e.g. due to a medical emergency or change in circumstances), then the employee shall give notice as soon as practicable.
- d. When both parents work for the District, each parent may take a maximum of twelve (12) weeks (combined total of 24 weeks) of baby-bonding/parental leave during any 12-month period.
- e. Parental Leave provided herein shall run consecutively with California Family Rights Act (CFRA) baby-bonding/parental leave (Gov. Code Section 12945.2 s).

H. 1. Sabbatical Leave (Education Code Sections 87767-87774)

- a. Sabbatical Leaves for unit members may be granted by the Board within its discretion. If the Board determines to grant any Sabbatical Leave, it shall do so consistent with the following provisions. If the Board determines that it may grant any Sabbatical Leaves for the following school year, it will notify employees prior to October 1 of the possible number of Sabbatical Leaves. Such notification, however, is no guarantee of any Sabbatical Leave for the following school year.
- b. A Sabbatical Leave may be granted only to a bargaining unit member who has rendered service to the District for at least six consecutive years preceding the granting of any Sabbatical Leave, and the bargaining unit member has not been granted a Sabbatical Leave within at least a six-year period. No authorized absence from the District within the six consecutive years preceding the granting of any Sabbatical Leave shall be deemed a break in service for purposes of computing the six consecutive years required by this paragraph.
- c. A Sabbatical Leave may be granted for a period not to exceed one year. A Sabbatical Leave may be granted for one semester or two semesters.

- d. Any bargaining unit member granted a Sabbatical Leave shall enter into a written agreement with the District consistent with applicable law, which shall contain an agreement by the bargaining unit member to render a period of service in the District following the return to the District from the leave of absence equal to twice the period of the leave.
- e. At the expiration of any Sabbatical Leave, the bargaining unit member, unless there is mutual agreement to the contrary, shall be reinstated in the position held at the granting of the Sabbatical Leave. A Sabbatical Leave shall not be construed as a break in service required for normal advancement on the salary schedule. A bargaining unit member while on Sabbatical Leave is an employee of the District in paid status, but the District is freed from any liability for the payment of any compensation or damages provided by law for the death or injury while the employee is on any Sabbatical Leave.

2. Sabbatical Leave Committee

- a. All proposals for Sabbatical Leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- b. The Committee shall weigh the value of each proposed Sabbatical Leave to the unit member, to the students, and to the District. The Committee also shall weigh reasonable distribution of Sabbatical Leaves among departments and divisions, and seniority.

3. Purpose of Sabbatical Leave

Sabbatical Leaves may be granted for purposes that include, but are not limited to, the following:

- a. Academic study or professional research from an accredited institution of higher education. A unit member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his/her teaching assignment. No less than six (6) units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education or approved program.
- b. On-site research project. Special projects shall be designed to expand the unit member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve extensive travel outside the county must include a detailed itinerary.
- c. Approved teaching or research fellowships and teacher exchange programs.
- d. Work or research in industry, business or government. Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. If any work for compensation is involved in the program for Sabbatical Leave, the applicant shall make clear how such work will contribute directly to the professional growth of the applicant, and compensation received there from shall be incidental to the purposes of the leave (e.g. a scholarship, fellowship, or grant for graduate study or research).
- e. A Sabbatical Leave of Absence may be granted for a program of study or for travel, or for a special program which will clearly enrich the applicant's professional competence.
- f. Other experiences that may be approved by the Board.

4. Applications

- b. Applicants for Sabbatical Leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.
- c. Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.
- d. Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six (6) members, one each appointed by each college president, and one each by each academic senate, and two (2) by the Association. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and any recommendation to the Board.

5. Compensation

- a. If the Sabbatical Leave is for two (2) semesters, compensation shall be fifty percent (50%) of the unit member's regular contract salary.
- b. If the leave is for one semester, the compensation shall be the unit member's full regular contract teaching salary for one semester.
- c. Salary while on leave shall be paid monthly during the fiscal year in the same manner as unit members are paid.
- d. The District shall not pay travel costs or salary or provide remuneration other than the Sabbatical Leave salary during the period of the leave. Exceptions will be considered by the Board upon the recommendation of the Chancellor.

6. Accountability

A Report of Completion must be completed upon return to regular employment. During the first semester after return, each recipient must file a comprehensive written report of the Sabbatical Leave. This report must make specific evaluation of the leave in terms of each of the purposes stated in the original application. The report must identify as clearly as possible the benefits to students of the District that have accrued from the Sabbatical Leave.

7. Incomplete Sabbatical Leave

If the program for Sabbatical Leave is interrupted because of serious accident or illness which makes it impossible to fulfill the purpose(s) of the Sabbatical Leave, such event will not be construed as a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the unit member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within thirty (30) days of the time of the accident or the onset of illness.

ARTICLE 19: Reimbursements

- A. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in connection with their assignments and in performance of their duties. If the bargaining unit member reports to a work site other than his/her primary campus for performance of duties, the bargaining unit member may claim reimbursement for the distance between his/her primary campus and the worksite.
- B. Mileage reimbursement shall be made at the prevailing State Chancellor's Office rate as verified by District every August. Reimbursement shall be granted only after presentation of an appropriate claim to the responsibility center manager. Reimbursement shall be paid within thirty (30) calendar days after receipt in accounting and if properly completed, and shall be in accordance with Board Policy.
- C. Faculty members on the academic salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed which pertain to their academic position. However, no tuition cost paid by the District is to exceed the per unit basis cost of similar coursework at the University of California at Riverside. Only full-time faculty employees are eligible for this benefit. All courses for which a faculty member seeks tuition reimbursement must have prior approval by their manager and the Chancellor of the District. If the request is denied by the manager, it may be appealed to the President of the college. Faculty may not seek both reimbursement for a course and salary advancement. This section is intended to provide the opportunity for faculty to take coursework that may not otherwise qualify for traditional coursework under salary advancement. Units in excess of 18 semester units per year will not be reimbursed.

ARTICLE 20: Safety Conditions of Employment

- A. The District shall furnish a place of employment which is safe for members of the bargaining unit.
- B. The District shall not require any member of the bargaining unit to be in a place of employment which is not safe. No member of the bargaining unit shall leave the member's workstation without authorization of the member's immediate supervisor unless there is clearly an emergency. If a unit member does leave his/her work station because of an emergency, he/she will notify promptly his/her immediate supervisor or the College President or his/her designee.
- C. Members of the bargaining unit have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.
- D. An employee may, when necessary, use reasonable force in the performance of his/her duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of the District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner. This provision should not be construed as a requirement that an employee must place himself in immediate danger of serious bodily injury in order to protect another individual or property.
- E.
 - 1. Reimbursement to employees for any verified loss, damage or destruction of personal property suffered while performing services for the District shall be made only if the value is more than \$25.00 and the employee took all reasonable steps to protect such personal property. The maximum reimbursement for any one item is \$300.00.
 - a. The maximum reimbursement for any vehicle damage shall be \$250.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment or when the employee's vehicle is parked in a District parking area which is approved for unit members (and where a parking permit is required) and where the employee has no other reasonable method of transportation to and from his/her assigned job location. Reimbursement for vehicle damage also is strictly limited to day and evening hours when the employee is required to be at his/her job location.
 - b. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$5,000.00 in any fiscal year. This total reimbursement, however, shall not apply to personal property under provision E 3 which requires prior written approval.
 - 2. A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled workdays of the incident with the District Business Office. The District Business Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.
 - 3. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the school was given by the President before use while performing services for the District. All such prior approval shall be in writing. Exceptions to such prior approval shall be vehicles, women's purses, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The employee must take reasonable steps to protect all personal property. The President or Chancellor may cancel the approval

at any time upon written notice to the employee. After such cancellation is sent by the President or Chancellor and received by the employee, the previous approval will terminate in (2) two scheduled workdays.

4. If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation. If receipt of any payment from an insurance carrier would terminate the employee's insurance policy, and the employee would be refused similar or like insurance coverage from similar or like insurance companies, this provision shall not apply.
 5. This provision should not be construed as a restriction regarding an employee bringing personal property on District property at the employee's own risk.
 6. The District will reimburse for the actual value of the lost, damaged or destroyed personal property. Reimbursement may be made on the basis of repair cost if it is economical, feasible and not greater than the actual value.
- F. The District shall provide general liability insurance for employees to cover the duties of employees within the scope of their employment and District-approved activities. If the District changes this general liability insurance, it will notify the Association President about change in coverage.
- G. The District shall allow for Association representation on any District-wide committee or any college-wide committee appointed by the Board or Chancellor or College President for the purpose of developing and promulgating safety rules or safety programs which may significantly affect unit members.
- H. In the event that a District administrator knows through appropriate documentation that a student may pose a serious threat to the safety of employees or other students, the District shall notify the unit member who has direct supervision over such a student about the possible safety threat.
- I. If an employee is required to work at a job location on a college campus which is isolated from other employees, which is not in an office or room which can be secured or locked, and which may reasonably be considered unsafe, the employee may apply to the District Safety Committee for an appropriate communication device. For purposes of this provision, the term "isolated" shall mean sufficiently remote to prevent oral communications with another employee. The decision of the District Safety Committee shall be final.
- J. No unit member shall be required to provide specialized health care service unless such specialized health care service is within the scope of the unit member's employment.

ARTICLE 21: Reduction in Force

- A. This Article is entered into in accordance with the Educational Employment Relations Act.
- B. In the event the District determines pursuant to applicable current law that regular (permanent) and/or contract (probationary) unit members shall be subject to layoff, the District shall give notice to the Association within ten (10) calendar days after the preliminary notice to unit members.
- C. Once the determination to lay off regular (permanent) and contract (probationary) unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable Sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.
- D. Notices of lay off shall be given pursuant to applicable Education Code Sections.
- E. Benefits for unit member(s) who are laid off pursuant to this Article:
 - 1. Once a unit member's employment is terminated pursuant to this Article, he/she shall be eligible for health benefits as set forth in the Agreement through August 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off.
 - 2. The laid-off employee(s), for a period not to exceed six (6) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the Agreement unless:
 - a. the employee fails to pay the full cost of any and all premiums through payment at least one month in advance of the month of coverage, or
 - b. there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of six (6) months following the date of the layoff and for a period of six (6) months following the date of the layoff or severance from employment, or
 - c. the laid-off employee fails to remain eligible for the health benefits, or
 - d. the laid-off employee becomes eligible for medical benefits through another employer.
- F. Regular (permanent) academic employees who are laid off shall be granted all rights under Section 87744 of the Education Code as may be amended or current and applicable statutory law:
 - 1. For the period of thirty-nine (39) months from the date of layoff, any permanent employee shall have a preferred right to reemployment in the order of original employment determined by the District in accordance with law.
 - 2. Employees who wish to take advantage of the preferred right to reemployment shall keep the Human Resources Office apprised in writing of their current mailing address(es), and of any changes in their academic qualifications.

3. When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid off employee(s) who holds the proper minimum qualifications required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Human Resources Office. The notified employee shall notify the District in writing of his/her acceptance within ten (10) calendar days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.
 4. The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.
 5. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; any credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of the absence shall be counted as a part of the service required for retirement.
 6. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of said other employee, that the compensation he/she receives shall not be less than the amount he/she would receive if he/she were being reappointed, and that said temporary service shall not affect the retention of his/her previous classification and rights.
 7. This Article shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.
- G. Contract (probationary) academic employees who are laid off shall be granted all rights under Section 87745 of the Education Code as may be amended or current and applicable statutory law.
1. For the period of twenty-four (24) months from the date of layoff, any probationary employee shall have a preferred right to reemployment in the order of original employment as determined by the District in accordance with law.
 2. Employees who wish to take advantage of the preferred right to reemployment shall keep the Human Resources Office apprised in writing of their current mailing address(es), and of any changes in their academic qualifications.
 3. When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid off employee(s) who holds the proper minimum qualifications required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Human Resources Office. The notified employee shall notify the District in writing of his/her acceptance within ten (10) calendar days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.
 4. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination; provided, however, that the period

of the absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

5. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of such other employee, that such temporary service shall not affect the retention of his/her previous classification and rights, and that such an employee shall be given a priority over other employees.
 6. This Article shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.
- H. Unit members who receive final notices of layoff pursuant to applicable Sections of the Education Code may utilize the two paid days of leave for "personal business" pursuant to and consistent with Article 18 G.5.e. for the purpose of attending bona fide job interviews with prospective employers.
- I. Faculty Service Areas for Regular (Permanent) and Contract (Probationary) Faculty Members
1. Faculty Service Areas have been established pursuant to Section 87743.2 of the Education Code and are enumerated in Appendix B of this Agreement. Faculty Service Areas may be added, deleted or modified at any time by mutual agreement of the District and the Association.
 2. District Competency Criteria have been established pursuant to Education Code Section 87743.5. The Association and District agree that the criteria are the minimum qualifications adopted by the Board of Governors pursuant to Education Code Section 87356 or service in the Faculty Service Area in the District.
 3. Each contract (probationary) faculty member shall qualify for one or more faculty service areas at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met minimum qualifications pursuant to Section 87356 as well as District competency standards.
 4. After initial employment, a faculty member may apply to the District to add faculty service areas for which the faculty member qualifies. The application shall be received by the District on or before January 15 in order to be considered in any proceeding pursuant to Section 87743 during the academic year in which the application is received.
 5. In order to facilitate the FSA appeals process, a District-wide FSA Oversight Committee shall be permanently established. This Committee shall consist of five faculty members, three from San Bernardino Valley College and two from Crafton Hills College. All members shall be affiliated with and appointed by the Association. Contract or regular faculty members who apply for, and are denied entry into, specific Faculty Service Areas shall have the right to seek redress by following the steps outlined below.
 - a. A contract or regular faculty member who believes that he/she has been wrongly denied an FSA for which he/she is qualified shall first seek clarification from the Human Resources Office.

- b. If unsatisfied by the explanation provided by the Human Resources Office, the faculty member shall notify the Chief Instructional Officer at his/her college. The CIO and a member of the Oversight Committee shall meet to review the case and consult, as needed, with representatives from the relevant discipline(s). A determination shall be made by the CIO and the member of the Oversight Committee. If favorable, the ruling shall be passed onto the full Oversight Committee for its approval. If the Committee approves, the recommendation shall be forwarded to the Human Resources Office, and the FSA(s) shall be granted to the faculty member who initiated the appeal. If unfavorable, the ruling shall be reported and explained to the appealing faculty member.
- c. Should the appealing faculty member remain unsatisfied, he/she shall ask the Oversight Committee to review the case. The Committee, after seeking whatever consultation is deemed necessary, shall make a final ruling on the appeal and notify the faculty member of its decision. A favorable ruling shall be forwarded to the Human Resources Office, and the FSA(s) in question shall be granted.
- d. The entire appeals process described in a-c above shall be completed within twenty working days.
- e. If the appealing faculty member remains unsatisfied, he/she may request the Association to process the denial of an FSA as a grievance at Step 3 according to Article 9 of this Agreement.

J. Application and Interpretation of This Article

- 1. The provisions of this Article do not apply to unit members who are not subject to layoffs under Education Code Section 87743.
- 2. The provisions of this Article shall be interpreted as full settlement of all negotiations on the matter of unit member layoffs, reemployment and the impacts and effects of those matters. The Association hereby clearly and unequivocally waives its rights to meet and negotiate all those matters during the term of this Agreement.
- 3. With the exception of provisions B, E, F, G and H no provision or provisions of this Article shall be grievable or arbitrable.
- 4. Laid-off employees shall not be considered as members of the bargaining unit for any reason.

ARTICLE 22: Early Retirement and Pre-Retirement Reduced Workload

A. Pre-Retirement Reduction to Part-Time Employment Status Plan

1. Each full-time faculty employee who meets the requirements of this article may reduce his or her contract from full-time to percent of contract while maintaining his or her retirement benefits pursuant to Education Code Sections 22713 and 87483 or Government Code Section 20900.

B. To be eligible for a pre-retirement in contract under this article the faculty employee must have:

1. Reached the age of 55 prior to the reduction in contract;
2. Been employed full-time in a faculty position requiring membership in an appropriate California state retirement system for at least ten years;
3. Have served five years in the District immediately preceding the reduction in full-time employment without a break in service, with the final three years (of these immediately preceding five years of full-time employment) in a faculty position. For purposes of this section, an approved leave of absence shall not constitute a break in service. However, an unpaid leave of absence shall not count towards the five years of full-time service required by this section.

C. This article shall be applicable only to faculty employees who request reduction in contract and meet the established criteria. The Reduced Workload Program shall become effective at the beginning of the college year.

D. The maximum period during which a faculty employee's contract may be reduced under this article shall not exceed ten (10) years for a faculty employee enrolled in STRS or five (5) years for a faculty employee enrolled in PERS. At the conclusion of the period during which a faculty employee's contract is reduced under this article, the faculty employee shall retire unless, during the first year of the reduction in contract under this article, the faculty employee submits a written request to return to full-time employment at the beginning on the next academic year and shall reimburse the District for STRS contribution made by the District. This reimbursement shall only include that portion of employer contribution for the reduction in contract.

E. A faculty employee whose contract has been reduced under this article shall retain all paid benefits as if he or she were a full-time faculty employee, and shall receive the pro-rata share of the salary he or she would have earned had he or she continued full-time. In addition, the employee shall retain, on a pro-rata basis, all other rights and benefits of regular faculty employees, except the right to receive a professional development leave.

F. A faculty employee whose contract has been reduced under this article shall fulfill the appropriate pro-rata share of the faculty duties that would have been required had the employee continued as a full-time employee.

G. In compliance with Education Code Section 22713 and Government Code Section 20900, as appropriate, a faculty employee whose contract has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she continued full-time. The District shall contribute to the appropriate retirement system the amount required by law.

H. To initiate the provisions of this article, a faculty employee shall follow the procedures described below in the college year preceding the reduction in contract;

1. Meet with the immediate supervisor or appropriate administrator by January 15, or first instructional day according to the academic calendar, to determine through mutual agreement the schedule by which the reduced contract shall be fulfilled.
2. File a written request with the President or designee by March 1. The written request shall specify:
 - a. That the request is pursuant to this article;
 - b. The reduced contract the employee desires under this article, provided it is not less than one-half of a full-load and;
 - c. The number of years during which the faculty employee wishes his or her contract to be reduced under this article, provided the number of years do not exceed 10 (ten) for faculty employees enrolled in STRS or 5 (five) for faculty employees enrolled in PERS.

If the employee's request is granted, it shall take effect at the beginning of the next college year; remain in effect for the duration specified and be revoked only with the mutual consent of the faculty employee and the District.

- I. A faculty employee whose workload has been reduced under this article may request to change the percentage of reduction in contract by following the provision and submitting a written request to the President or designee specifying the revised reduction. If the employee's request is granted, it shall take effect at the beginning of the next college year.
- J. Notwithstanding Section H, the District may, after consultation with the faculty assign reduced load in such a manner as to meet the program or staffing needs of the District.
- K. Nothing in this article shall prohibit a faculty employee from requesting a reduction in contract outside of the provisions of this article or prohibit the District from granting such a request.

ARTICLE 23: Benefits for Employees Who Retire During the Term of This Agreement

- A. The District will provide the following benefits for employees who retire during the term of this Agreement with such benefits continuing only for the term of this Agreement:
1. If a bargaining unit member actually retires from the District and is on retirement with the State Teachers Retirement System, such bargaining unit member shall have the option to remain an active participant in the District health benefits program, except for dental, vision, and life insurance plans, as set forth in the Health and Welfare benefits provision of the Agreement until age 65, subject to all of the following conditions:
 - a. The retired bargaining unit member attained the age of 60 before the retirement unless such retirement was a disability retirement.
 - b. The bargaining unit member completed a minimum of ten (10) years of service with the District prior to retirement unless such retirement was a disability retirement which requires a minimum of five (5) years of service prior to disability retirement.
 - c. The bargaining unit member must have been an employee of the District immediately preceding retirement with the State Teachers Retirement System.
 - d. The District shall pay the costs of such participation by the bargaining unit member pursuant to and consistent with the Health and Welfare benefits provision of the Agreement except for dental, vision, and life insurance plans.
 2. Pursuant to and consistent with applicable law, such as Education Code Section 7000-7003, once a bargaining unit member is retired from the District, he/she shall have the option to remain an active participant in the District health and dental care benefit program as set forth in the Health and Welfare benefits provision of the Agreement unless:
 - a. The retired bargaining unit member fails to pay the full cost of all premiums for retired employees through payment at least one month in advance of the month of coverage, or
 - b. The retired bargaining unit member becomes eligible for such benefits through another employer.

ARTICLE 24: Miscellaneous Provisions

- A. This Agreement shall supersede any policies and practices of the District which are inconsistent with the specific and express terms of this Agreement.
- B. The specific and express terms of this Agreement shall not be implemented by the District in a manner which is arbitrary or capricious.
- C. The District shall pay rental fee for academic garb for graduation or any other college function requiring such garb. However, the District will charge individual unit members the full rental fee if unit member fails to attend any mandated college function requiring the use of the academic garb.
- D. The Association recognizes the power and authority of the District to maintain the efficiency of District operations, determine budgetary allocation, and build, move or modify facilities.

The Association recognizes the powers and authority of the District to determine the kinds and levels of services to be provided, and the methods and means of providing them, determine staffing patterns, determine the number and kinds of personnel required and maintain the efficiency of District operations. The District recognizes that support should be given to bargaining unit members in terms of necessary clerical assistance and laboratory aides.

ARTICLE 25: No Concerted Refusals to Work

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee or labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- D. In the event of any concerted refusal to work, the District has the right to suspend or modify any provision of this Agreement concerning leaves of absence with regard to those employees who participate in the concerted refusal to work.
- E. During the term of this Agreement the District will not lock out employees in the bargaining unit.

ARTICLE 26: Effect of Agreement

- A. The District and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- B. The District and the Association mutually agree that this Agreement shall be in full settlement of all issues which were the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the terms of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. During the term of this Agreement, the District has the right to act on any matter not addressed in this Agreement as long as that action is not in violation of this Agreement.
- C. The District and the Association hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.

ARTICLE 27: Statutory Changes

- A. If there is a change in a state or federal statute after the ratification of this Agreement which results in direct conflict with any specific and express term of this Agreement, either party may demand to negotiate a replacement.

ARTICLE 28: Savings

- A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.

ARTICLE 29: Duration of Agreement

This Agreement shall remain in full force and effect until June 30, 2028. The District and the Association shall reopen Article 10: Wages and Article 11: Health and Welfare Benefits and related appendices in each year of the Agreement. The Association and/or the District may elect to open two (2) additional articles each year. In addition, the District and the Association agree to continue working on Article 4: Dues Deductions, Article 13: Workload, and Article 16: Evaluations.

The Tentative Agreement was reached on 4/18/2025.

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APPENDIX A: Compensation Plan

The San Bernardino Community College District (hereafter, the District) and the San Bernardino Community College District Teachers Association (CTA/NEA) (hereafter, the Association), agree to the following plan to make its full-time and part-time salary schedules more competitive with the benchmark/comparison districts. The plan also includes making the compensations for head and assistant coaches, coordinators, and faculty chairs competitive. The benchmark/comparison districts are as follows:

Chaffey Community College District
Desert Community College District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Palomar Community College District
Riverside Community College District
Victor Valley Community College District

The District and the Association agree to the following plan for making its full-time and part-time faculty salary schedules and the compensation for head and assistant coaches, coordinators, and faculty chairs more competitive.

- | | |
|---------------------|--|
| Objective #1 | Establish a median concept among the benchmark/comparison districts. [Objective Met] |
| Objective #2 | Establish specific points on the salary schedule for comparison. [Objective Met] |
| Objective #3 | Institute full-time salary schedule enhancements to ensure competitive compensation. (continue) |
| Objective #4 | Restructure the part-time faculty salary schedule to enhance the overall competitiveness of the part-time faculty salaries and move toward parity. (continue) |
| Objective #5 | Move the compensation of coaches, coordinators, and faculty chairs towards parity. (continue) |
| Objective #6 | Address other workload issues. (continue) |
| Objective #7 | Address the goal of provided benefits to part-time bargaining unit members. (continue) |

OBJECTIVE #1

Establish a median concept among the benchmark/comparison districts.

Given that the District and the Association have agreed to the above list of benchmark/comparison districts, it is reasonable to expect that fair compensation comparisons can be made using current salary schedules from each district. As such, median salaries can be determined by comparing common points on the salary schedules. Having this information will allow the District and the Association to specifically determine its relationship to the median for each of the common points used for comparison. The negotiating teams will determine the date to begin data collection for salary schedules. **[Objective Met]**

OBJECTIVE #2

Establish specific points on the salary schedule for comparison.

See Appendix O: Comparison District Data Summary Guidelines **[Objective Met]**

OBJECTIVE #3

Institute full-time salary schedule enhancements to ensure competitive compensation.

- Effective July 1, 2018: Increase Column C, Step 1 by 12.50%. Stratify steps one (1) through ten (10) with a differential of 3.50% between each step. Stratify steps ten (10) through fifteen (15) with a differential of 2.50% between each step. Stratify steps fifteen (15) through twenty-four (24) with a differential of 1.50% between each step. **[Objective Met]**
- Effective July 1, 2018, stratify columns C through I with a differential of 3.50% between each column.
- The District and the Association will use the benchmark/comparison districts for future salary schedule comparison. **(continue)**
- The District and the Association will use a single faculty salary schedule and faculty members who are authorized to work in excess of 177 (starting 7/1/2020: 175) days will be paid a per diem rate based on the full-time faculty salary schedule. **[Objective Met]**

OBJECTIVE #4

Restructure the part-time faculty salary schedule to enhance the overall competitiveness of the part-time faculty salaries and move toward parity.

- The District and the Association will work to increase part-time/overload rates to at least the median of the comparison districts. **(continue)**
- The District and the Association will continue discussions on salary issues and parity language for part-time/overload compensation. **(continue)**

OBJECTIVE #5

Move the compensation of coaches, coordinators, and department faculty chairs towards parity.

The District and the Association will continue discussions for compensation, including reassigned time, of all Head and Assistant Coaches, Department Faculty Chairs, and Coordinators using the established benchmark/comparison districts. **(continue)**

OBJECTIVE #6
Address other workload issues.

The District and the Association agree to address the disparity between Lecture, Lab, Clinical, Library/Nurses and Counseling hours for the purpose of determining workload. **(continue)**

The District and the Association agree to work toward a resolution of the issue of the assignment of work hours for counselors and librarians. **[Objective Met]**

The District and the Association will investigate the establishment of a cap on the number of classes an instructor may teach during a summer school session. **[Objective Met]**

OBJECTIVE #7
Address the goal of provided benefits to part-time bargaining unit members.

The District and the Association agree to address the goal of providing benefits to part-time bargaining unit members. **(continue)**

APPENDIX A-1: Faculty Salary Schedule

A multi-year proposal will be implemented to bring faculty to median.

Full-time Faculty

1. 2024/2025 - 1% increase effective July 1, 2024.
2. 2025/2026 - 2% increase and adjust the percentages between rows (rows 1 - 10 to 3.5%, row 11 to 3%, row 12 to 2.5%, and rows 13 -21 to 1%) effective July 1, 2025.
3. 2026/2027 - Negotiate adjustments to various areas using the value of a 3% increase effective July 1, 2026.

Part-time Faculty

1. 2024/2025 – Four (4) hours of compensation at the non-instructional rate for District mandated training in addition to the 1% increase effective July 1, 2024, which was previously negotiated and applied.
2. 2025/2026 - 3% increase, effective July 1, 2025.
3. 2026/2027 - Negotiate adjustments to various areas using the value of a 3% increase effective July 1, 2026.

SAN BERNARDINO  COMMUNITY COLLEGE DISTRICT **Academic Salary Schedule**
Board Approved 4/10/25

Effective 07/01/2025
[v.11/13/2025 .p.1|1]

COLUMN							
STEP	C	D	E	F	G	H	I
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
1	\$ 411.14	\$ 425.53	\$ 440.44	\$ 455.84	\$ 471.80	\$ 488.30	\$ 505.40
2	\$ 425.53	\$ 440.44	\$ 455.84	\$ 471.80	\$ 488.30	\$ 505.40	\$ 523.09
3	\$ 440.44	\$ 455.84	\$ 471.80	\$ 488.30	\$ 505.40	\$ 523.09	\$ 541.41
4	\$ 455.84	\$ 471.80	\$ 488.30	\$ 505.40	\$ 523.09	\$ 541.41	\$ 560.35
5	\$ 471.80	\$ 488.30	\$ 505.40	\$ 523.09	\$ 541.41	\$ 560.35	\$ 579.96
6	\$ 488.31	\$ 505.39	\$ 523.09	\$ 541.40	\$ 560.36	\$ 579.96	\$ 600.26
7	\$ 505.40	\$ 523.08	\$ 541.40	\$ 560.35	\$ 579.97	\$ 600.26	\$ 621.27
8	\$ 523.09	\$ 541.39	\$ 560.35	\$ 579.96	\$ 600.27	\$ 621.27	\$ 643.01
9	\$ 541.40	\$ 560.34	\$ 579.96	\$ 600.26	\$ 621.28	\$ 643.01	\$ 665.52
10	\$ 560.35	\$ 579.95	\$ 600.26	\$ 621.27	\$ 643.02	\$ 665.52	\$ 688.81
11	\$ 577.16	\$ 597.35	\$ 618.27	\$ 639.91	\$ 662.31	\$ 685.49	\$ 709.47
12	\$ 591.59	\$ 612.28	\$ 633.73	\$ 655.91	\$ 678.87	\$ 702.63	\$ 727.21
13	\$ 597.51	\$ 618.40	\$ 640.07	\$ 662.47	\$ 685.66	\$ 709.66	\$ 734.48
14	\$ 603.49	\$ 624.58	\$ 646.47	\$ 669.09	\$ 692.52	\$ 716.76	\$ 741.82
15	\$ 609.52	\$ 630.83	\$ 652.93	\$ 675.78	\$ 699.45	\$ 723.93	\$ 749.24
16	\$ 615.62	\$ 637.14	\$ 659.46	\$ 682.54	\$ 706.44	\$ 731.17	\$ 756.73
17	\$ 621.78	\$ 643.51	\$ 666.05	\$ 689.37	\$ 713.50	\$ 738.48	\$ 764.30
18	\$ 628.00	\$ 649.95	\$ 672.71	\$ 696.26	\$ 720.64	\$ 745.86	\$ 771.94
19	\$ 634.28	\$ 656.45	\$ 679.44	\$ 703.22	\$ 727.85	\$ 753.32	\$ 779.66
20	\$ 640.62	\$ 663.01	\$ 686.23	\$ 710.25	\$ 735.13	\$ 760.85	\$ 787.46
21	\$ 647.03	\$ 669.64	\$ 693.09	\$ 717.35	\$ 742.48	\$ 768.46	\$ 795.33

Effective 7/1/25:

Annual rate shall be calculated by multiplying the number of contract days (175, 198, 219) by the per diem rate above.

2% increase across the full schedule

Adjust percentages between Steps 1-10 to 3.5%, between Steps 10-11 to 3%, between steps 11-12 to 2.5%, and between rows 13-21 to 1%

APPENDIX A-2: Compensation Schedule for All Hourly Work

Part-Time Hourly and Full-Time Overload Rates							
Instructional Rates				Non-Instructional Rates			
(Lab/Lecture/Clinical/Non-Credit)				(Counselors, Librarians, Health Center Nurses, and non-teaching overload for Coordinators and Faculty Leads)			
STEP	Group 1 Column C	Group 2 Columns D-H	Group 3 Column I	STEP	Group 1 Column C	Group 2 Columns D-H	Group 3 Column I
1	\$79.92	\$82.22	\$84.54	1	\$63.70	\$66.01	\$68.33
2	\$82.22	\$84.54	\$86.87	2	\$66.01	\$68.33	\$70.65
3	\$84.54	\$86.87	\$89.18	3	\$68.33	\$70.65	\$72.97
4	\$86.87	\$89.18	\$91.49	4	\$70.65	\$72.97	\$75.27
Full-time and Part-Time Non-Teaching Agreements (e.g. PT Professional Development): \$57.89							

Faculty shall be placed on their appropriate Step based on length of service at SBCCD
Group Placement is based on Salary Placement Guidelines in Article 13.J

Faculty in all groups shall be required to work (in any faculty capacity) for 2 consecutive semesters. If there is no break in service, the following shall be applied:

STEP 1: Semesters 1 and 2
STEP 2: Semesters 3 and 4
STEP 3: Semesters 5 and 6
STEP 4: Semesters 7 and beyond

If there is a break in service for adjunct (part-time) faculty of no more than two (2) consecutive semesters, the unit member shall maintain their Step but will start with semester 1. (This aligns with the seniority list).

If class is cancelled, the part-time bargaining unit members shall be paid a maximum of four (4) hours or for the first class meeting, whichever is less. If the lecture and lab occur on the same day, bargaining unit members shall be paid a maximum of four (4) hours for the lecture and a maximum of four (4) hours for the lab or for the first class meeting of each, whichever is less. Short-term and/or intensive classes will be pro-rated according to the schedule below:

<u>Total Semester Hours</u>	<u>Hours of Compensation</u>
16 or less	1
17 – 32	2
33 – 48	3
49 or more	4

APPENDIX A-2a: Compensation Schedule Pay for Course

Pay-for-course establishes the compensation for teaching a course, regardless of holidays or the number of weeks in a term. There will be a per-course rate that is the same for all instructors. The concept is that the pay-for-course salary will be paid at the maximum hourly rate for the number of (1) Lecture; (2) Lab; (3) Clinical work hours as calculated over a seventeen (17) week semester.

Part-time faculty members shall be compensated for additional hours for student contact time and professional development time, as detailed in Article 10.

Verification of the above time must be submitted to the Instruction Office of each campus on forms provided by that office.

Amended July 1, 2018.

APPENDIX A-3: Head & Assistant Coach Compensation

- A. All full-time Head Coaches and the full-time Assistant Football Coach shall receive 0.68 reassigned time per academic year.
- B. Stipend for Head Coach for all sports and the full-time Assistant Football Coach shall be seven-thousand dollars (\$7,000), retroactive to July 1, 2016 per academic year.
- C. Stipend for Assistant Coach for all sports shall be five-thousand dollars (\$5,000), retroactive to July 1, 2016.
- D. Full-time faculty who are coaches or assistant coaches shall be compensated, in the event that a team makes playoffs, a stipend of six-hundred (\$600) per week (not to exceed three (3) weeks) after the regular season has officially concluded.
- E. Adjunct faculty coaches shall be compensated, in the event that a team makes playoffs, at the hourly non-instructional rate, not to exceed three (3) weeks) after the regular season has officially concluded.
- F. With the concurrence of the individuals involved, head coaching responsibility may be shared by more than one (1) individual. The head coaching reassigned time and stipend shall be divided equally.
- G. With the concurrence of the individuals involved, assistant coaching responsibility may be shared by more than one (1) individual. The assistant coaching reassigned stipend shall be divided equally.
- H. Coaches and assistant coaches shall receive mileage reimbursement as indicated in Article 19 and in accordance with District policy and procedures.
- I. Travel meal funds for the coach(es), assistant coach(es), and team shall be provided. In the event that the funds are insufficient, the faculty member shall be reimbursed for out-of-pocket expenses in accordance with District policy and procedures.

The training or practice site(s), to be in compliance with title IX, shall be on a rotation schedule for off-site training or practices and be mutually agreed upon by the head coaches and the appropriate administrator.

APPENDIX A-3a: Head and Assistant Coach Job Description

1. Perform additional working hours, which may include the breaks (spring, summer and winter), weekends, and evenings.
2. Take and pass the California Community College Athletic Association (CCCAA) exam.
3. Make recommendations for the hiring of assistant coach(es).
4. Organize and execute an aggressive scouting program of local and regional high school student athletes and out-of-state student athletes; actively participate and support high school visitations; establish individual contacts with athletes and parent/ guardians; follow-up correspondence/emails; lead campus tours for prospective student athletes.
5. Scout opponent teams.
6. Direct current and prospective student athletes to the appropriate resource to ensure their success (i.e. admissions office, financial aid office, tutoring centers, athletic counselor).
7. Monitor that student-athletes get grade checks completed by professors and turned in to the coaches in a timely manner.
8. Assist in maintaining accurate records of any required physical exam documentation and injury records for the student-athletes.
9. Assist the Athletic Trainer in the monitoring player injuries and rehabilitation.
10. Maintain contact with four (4) year schools about current student athletes.
11. Resolve student-athlete issues including providing encouragement and support for student athletes administer appropriate discipline and, if necessary dismiss players for misconduct.
12. Submit requests for transportation, meals, and lodging for trips.
13. Conduct sports clinics for fundraising purposes.
14. Coach practices and both traditional and non-traditional games.
15. Attend and participate in conference meetings for both regional and state conferences, and playoffs.

16. Attend and participate in local coaches' meetings, staff and conference meetings, state coaches' meetings, and coaching clinics; maintain membership and participate in meetings at the local and state coaches' associations.
17. Provide the Sports Information Specialist the statistics for all tournaments and other off-site contests.
18. Give input on the performance of each referee after each game for the referee evaluation.
19. Provide leadership in articulating the athletic program to the Governing Board, administration, community, fellow faculty, and students.
20. Provide the necessary documentation for the reimbursement of out-of-pocket expenses.
21. Present timely home-game schedules and venue needs to the appropriate manager, for subsequent submission by the manager to Maintenance & Operations.
22. Make recommendations for the order of uniforms and equipment each year.

APPENDIX A-4: Faculty Department Chair Compensation

A. Stipend and Reassigned Time

For compensation purposes, the amount of the stipend and reassigned time shall be determined by the following process:

1. The number of Full-Time Equivalent Faculty (FTEF) assigned to full-time contract/regular faculty including any overload and;
2. The number of (FTEF) assigned to temporary (part time) faculty.
3. Add the numbers in (1) and (2) for the previous fiscal year (Summer/Fall/Spring), then divide by two to establish placement on the compensation table below:

OPTION I

FTEF in Department	Stipend (per year) and Reassigned Time (per semester)
(1) Up to 4.49	\$6,000 (\$600 per month)
(2) 4.50 – 8.49	\$7,000 (\$700 per month)
(3) 8.50 – 12.49	\$8,000 (\$800 per month)
(4) 12.50 – 16.49	\$9,000 (\$900 per month)
(5) 16.50 – 20.49	\$9,000 (\$900 per month) + 0.200 reassigned time
(6) 20.50 – 25.49	\$9,000 (\$900 per month) + 0.400 reassigned time
(7) 25.50 or greater	\$9,000 (\$900 per month) + 0.600 reassigned time

OR

OPTION II

FTEF in Department	Stipend (per year) and Reassigned Time (per semester)
(1) Up to 4.49	\$5,000 (\$500 per month) + 0.200 reassigned time
(2) 4.50 – 8.49	\$6,000 (\$600 per month) + 0.200 reassigned time
(3) 8.50 – 12.49	\$7,000 (\$700 per month) + 0.200 reassigned time
(4) 12.50 – 16.49	\$8,000 (\$800 per month) + 0.200 reassigned time
(5) 16.50 – 20.49	\$9,000 (\$900 per month) + 0.200 reassigned time
(6) 20.50 – 25.49	\$9,000 (\$900 per month) + 0.400 reassigned time
(7) 25.50 or greater	\$9,000 (\$900 per month) + 0.600 reassigned time

The compensation option selected each academic year shall not be changed within the year.

- B. Regular attendance at department chair trainings and meetings is required as is attendance at the curriculum committee meetings when the department courses in their respective disciplines are under review. Department chairs shall not schedule a class or take on an unstaffed class for themselves, during these meeting times.
- C. Up to 100 hours per academic year at the non-instructional rate for duties required to be performed on campus during the Summer, Spring, and Winter breaks. Exceptions to performing the duties on campus may be made by mutual agreement between the chair and the supervising manager.
- D. Any overload for the department chair shall require Dean and appropriate Vice President approval.

Effective July 1, 2018.

APPENDIX A-4a: Faculty Department Chair Job Description

A. Selection Process

3. The nomination and selection process for faculty chairs is determined locally at each campus. For information on these processes, contact the Office of Instruction on each campus.
4. In the event of the selection of more than one (1) faculty chair (not to exceed two (2) co-chairs), the annual workload, reassigned time, and stipend shall be determined by mutual consent and distributed as per written agreement between the parties and the supervising manager. Both co-chairs must choose the same option for compensation each academic year.
5. If mutual consent cannot be reached, a mediation team composed of the supervisor, the faculty member, a CTA representative and the supervisor's manager shall be created to find agreement. The CTA President, within ten (10) days after receiving the notice of disagreement, shall arrange a meeting date and time agreeable to all four parties. Barring an emergency, if either of the parties in the disagreement fails to attend the mediation meeting, the issue is resolved in favor of the party in attendance.

B. Duties of Faculty Department Chair

1. Attends and participates in the mandatory** Department Chair Training and Department Chair meetings as well as division and department meetings. **EXCEPTIONS: As determined by the supervising manager.
2. Holds regular departmental meetings (minimum of two (2) per semester), maintains the agendas and minutes, and disseminates them to the department and the immediate supervisor.
3. Facilitates the development, preparation, and revision of curriculum documents, in collaboration with department faculty, including participation in any Curriculum meeting in which a course under their purview is presented.
4. Confirms and reports to the appropriate office the accuracy and currency of the college catalog in the areas pertaining to the department.
5. Provides faculty leadership in coordinating and facilitating the preparation of departmental planning/program review documents, in consultation with department faculty and staff and other departments as needed.

6. Participates in the accreditation process by making themselves available to the accreditation committee to provide departmental information as needed. This also includes the planning, evaluation, and reporting of Student Learning Outcomes (SLOs), Program Learning Outcomes (PLOs), Service Area Outcomes (SAOs), and Institutional Learning Outcomes (ILOs), as appropriate. For areas with independent accrediting agencies, also participates in any independent accrediting agency process(es).
7. Facilitates and works collegially with department faculty to develop and implement institutional initiatives (new and ongoing).
8. Facilitates and works collegially with the discipline faculty and staff in the department to offer courses or services that meet student needs, by developing and recommending the department course offerings or service schedules to the appropriate manager. The scheduling of courses and services will be done in a manner that is most effective for student progress, and considers efficiency and enrollment management goals.
9. Participates in the process of reviewing the schedule of classes offered by the department to ensure it is accurate, and collaborates with the appropriate manager on revisions.
10. Facilitates and works collegially with the discipline faculty and staff in the department to make recommendations for educational pathways, including certificates, degrees, dual enrollment, and non-credit as needed. May work with other faculty chairs on cross-discipline topics. May work with colleagues from other institutions regarding discipline specific issues (e.g. articulation).
11. Coordinates initial interviews, identifies, and recommends candidates for the recruitment of all new part-time faculty in the department.
12. Disseminates information to the department faculty and verifies the selection, ordering, and availability of textbooks for the department as needed.
13. Maintains regular and effective modes of communication with administration, faculty, staff, students, and community on areas of interest to the department and its programs including the accuracy of the department's website.
14. Serves as a peer evaluator or works with the department to recommend an appropriate peer evaluator to the area's supervisor for adjunct faculty evaluations.
15. Recommends, to the appropriate administrator, the department's preliminary budget and makes requests for the necessary expenditures such as instructional materials and supplies as needed.
16. Attempts to initially resolve student-faculty concerns at an informal level.

17. Handles and is responsible for student challenge requests such as pre-requisites, course substitutions, and modification of majors.

18. Coordinates with the Vice President, Dean, or Associate Dean in convening regular advisory board meetings as appropriate.

19. Verifies student completion of certificate requirements as appropriate.

C. Feedback Process

Faculty chairs shall receive feedback from their supervisor on how the job functions of chair were collegially completed every 2nd semester of the chair's term which shall include a survey of the department faculty using the following:

Directions: Please read the job description of the faculty chair (attached) and answer the questions based on the functions of the department chair.

1. Was there adequate communication in the department (department meetings, scheduling of courses, educational pathways, etc.)?
2. Were you able to participate/give feedback in processes such as program review, curriculum, SLOs, PLOs, SAOs, etc.?
3. Are there any additional comments or recommendations to help the chair better serve the department?

The feedback process documents shall not be added to the faculty member's file or be included as part of their regular faculty evaluation (per Article 16). Copies shall be maintained by the faculty chair(s) and the immediate supervisor. As per the evaluation process, observations and feedback may be considered under Article 16 Evaluation Procedure Section C 4e *"Performance in areas of responsibility other than in the classroom."*

Tentative Agreement: April 20, 2018.

Adopted by the Board of Trustees on May 10, 2018.

APPENDIX A-5: Coordinator Compensation

- A. The compensation for any full-time faculty coordinator shall be based on the faculty member's placement on the current full-time salary schedule.
- B. The role of faculty coordinator has additional duties beyond the fourteen (14) duties listed in Appendix A-5a, those duties are extra work and are similar to the duties of faculty chairs. Until a similar compensation plan is developed, full-time faculty coordinators shall receive four hundred dollars (\$400.00) per month compensation for their duties, retroactive to July 1, 2016.

APPENDIX A-5a: Coordinator Job Description

The position of faculty coordinator is a position that is equivalent to a one (1) full-time equivalence. The District agrees to update the Association when a faculty coordinator position is developed by either the Colleges or the District.

The following are Faculty Coordinator duties:

1. Collaborates with campus departments to ensure that the college catalog is current and accurate in the areas of interest to the coordinated area.
2. Leads, coordinates and facilitates the preparation of area planning documents in consultation with employees in the coordinated area.
3. Recommends to the appropriate administrator, the coordinated area's preliminary budget and purchase orders for materials, supplies, and other activities. May recommend the scheduling of the coordinated area.
4. Coordinates the use of the coordinated area's facilities, submits requests to the appropriate administrator for the purchase, maintenance, and repair of equipment.
5. May identify and recommends candidates for the recruitment and employment in the coordinated area (tutors, etc.) as appropriate.
6. Maintains regular and effective modes of communication with administration, faculty, staff, students, and the community on areas of interest to the coordinated area.
7. Regularly initiates, schedules, attends and participates in meetings to facilitate effective coordination and provide expertise related to the coordinated area.
8. Attempt to initially resolve concerns within the coordinated area at the informal level.
9. Coordinates with the Vice President, Dean or Associate Dean in convening advisory board meetings as appropriate.
10. Attends conferences or other off- campus events in order to stay current on issues, past practices, and other items related to effectively leading activities in, or related to, the coordinated area as funding permits.
11. Provides leadership and sets priorities for the daily operations within the coordinated area.
12. Serves as the person primarily responsible for developing activities, training and workshops related to the coordinated area.

13. Serves on campus and District committees.

14. Other duties as assigned in accordance with Title 5, California Education Code and Government Code and the Collective Bargaining Agreement between SBCCD and SBCCDTA Article 13.

Due to the nature of the work coordinators do, the District agrees to proactively apply Article 24: Miscellaneous Provisions: "The District recognizes that support should be given to bargaining unit members in terms of necessary clerical assistance...". The District acknowledges that coordinators shall be invited to training on any new or changes to state/federal/grant mandates, software, etc. that affects their areas directly.

APPENDIX B: Faculty Service Areas (FSAs)

The Faculty Service Areas are the disciplines listed in the most recent edition of the Minimum Qualifications for Faculty and Administrators in California Community Colleges.

[Minimum Qualifications for Faculty and Administrators in California Community Colleges
\(\[cccco.edu\]\(https://www.cccco.edu/\)\)](https://www.cccco.edu/minimum-qualifications)

(Accessed June 20, 2021)

APPENDIX B-1: Application for FSA Assignment

Application for FSA Assignment SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Name_____ Date_____

FSA(s) Requested_____

Basis for Request:

Education: _____

Experience: _____

Approved:___ Denied:___ _____

Signature
Human Resources Office

Basis for Decision: _____

FULL COMMITTEE REVIEW

Date Appealed: _____ Approved: _____ Denied: _____

Basis for Decision: _____

Application must be received by the District on or before January 15 in order to be considered in any proceeding pursuant to Section 87743 during the academic year in which the application is received.

APPENDIX B-2: MOU – FSA's for Regular and Contract Faculty

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS
ASSOCIATION**

**Faculty Service Areas for Regular (Permanent) and Contract (Probationary) Faculty
Members**

This Memorandum of Understanding ("MOU") is entered by and between the San Bernardino Community College District ("District") and the San Bernardino Community College District Teachers Association (Association), collectively "the parties"

WHEREAS, the parties have negotiated language in Article 21:I that determines the process for establishing the Faculty Service Area (FSA) pursuant to Section 87743.2 and;

WHEREAS, both parties acknowledge that the DISTRICT has not been consistent in the application of article 21:I;

THEREFORE, it is agreed that the DISTRICT shall do following no later than September 1, 2020:

1. Assign an FSA for all contract faculty based on Article 21:I;
2. Follow the District Equivalency Process for any faculty who do not meet the specific degree requirements as outlined in the Minimum Qualifications Handbook;
3. Follow the FSA appeals process as outlined in Article 21:I,(5) if a faculty member believes they have been wrongly denied an FSA.
4. Add a column to the seniority list identifying each contract faculty member's FSA, with date of any additional FSA's obtained through the negotiated process outlined in Article 21.

For SBCCD

Dated: 5/21/2020

Dated: 5/21/2020



Kristina Hannon, Vice Chancellor, Human
Resources & Police Services, SBCCD

Sheri Lillard

Sheri Lillard, SBCCDTA Lead Negotiator

APPENDIX C: Faculty Lead

The following duties are typical for Faculty Lead. Individual positions may include some or all of the following:

1. Provides leadership and sets priorities for daily operations within the special assignment(s), grant(s), project(s), and/or program(s).
2. Facilitates the development and preparation of documents associated with special assignment(s), grant(s), project(s), and/or program(s) (i.e., planning or program review related documents, implementation plans, budget & purchasing recommendations, curriculum outlines, etc.) including dissemination of meeting notes as appropriate.
3. Maintains regular and effective modes of communication with administration, faculty, staff, students, and the community on areas of interest to the special assignment(s), grant(s), project(s), and/or program(s).
4. Serves as the person primarily responsible for developing training and workshops related to the special assignment(s), grant(s), project(s), and/or program(s).
5. Recommends the scheduling of facilities, and necessary maintenance or repair of equipment, associated with the special assignment(s), grant(s), project(s), and/or program(s).
6. May identify and recommend candidates for the recruitment and employment in special assignment(s), grant(s), project(s), and/or program(s) as appropriate.
7. Regularly initiates, schedules, attends, and participates in meetings to provide expertise related to the special assignment(s), grant(s), project(s), and/or program(s).
8. Attends conferences, or other off-campus events, in order to stay current on issues, best practices, and other items related to effectively leading activities in, or related to the special assignment(s), grant(s), project(s), and/or program(s) pending the availability of funding.
9. Performs other duties as assigned in accordance with Title 5, California Education Code and Government Code and the Collective Bargaining Agreement between the SBCCD and SBCCDTA Article 13.

The appropriate selecting entity shall establish processes to be followed which ensure that

- a. there is a fair and equitable opportunity for all faculty to apply for projects to which compensation is attached (e.g. reassigned time, stipend);

- b. all projects encompass only faculty work;
- c. all projects have appropriate workload/compensation proposed; and
- d. the College President's Office shall send any Board items regarding Faculty Lead to the Association's President.

Such opportunities include both ongoing work (e.g. Faculty Lead – Honors) and short-term projects, for all project lengths ranging from a few hours to multiple semesters.

No management or CSEA work will be assigned and the faculty minimum qualifications will be adhered to.

APPENDIX D: Working Remotely Request Form

WORKING REMOTELY REQUEST FORM

CAMPUS: CHC ☐ SBVC ☐

SEMESTER: SPRING ☐ SUMMER ☐ FALL ☐ _____
(YEAR)

Some of the hours of a full-time bargaining unit member's assignment may be met by working remotely. Working remotely is limited to one (1) day per week. Working remotely, for the purposes of this provision, is a term which recognizes the ability of any full-time bargaining unit member to meet his/her professional obligations by working at an off-site location. If student/faculty contact arises or campus responsibilities, such as committee meetings, are scheduled, faculty shall report to District facilities to meet such responsibilities.

Remote work schedules shall ensure that the full-time faculty members are available to meet the needs of the students, the department, and campus responsibilities.

Faculty must be accessible during the time they are working remotely in a variety of ways: email, chat, telephone, voice mail and/or messaging, etc. A faculty member working remotely must respond within fifteen (15) minutes, unless other arrangements have been made with their immediate supervisor or designee.

Identify the committee(s) to which you are currently assigned:

_____	_____
_____	_____
_____	_____

Indicate your scheduled office hours: _____

Faculty Name: _____

Contact Information (during remote work assignment): _____

Day Scheduled to Work Remotely: _____

Time Scheduled to Work Remotely: _____

Faculty Signature

Date

Signature of Supervising Manager/Dean

Date

Signature of Vice President of Instruction

Date

APPENDIX E: Academic Service Days

1. 198 Days as of 7/1/2020

Articulation Officer*
Career Center Coordinator
Child Development Parent Ed & School Readiness Grant Specialist
College Nurse
Coordinator, Health Services*
Coordinator, Professional Development, SBVC*
Counselors
Learning Disability Specialist
Librarians
Matriculation Coordinator, CHC*
Non-Credit Basic Skills Coordinator
STAR Program Coordinator*

2. 219 Days as of 7/1/2020

Academic Advancement, Lead Instructor
Activity Director, Title V
Advanced Life Support Coordinator, EMS
Basic Life Support Coordinator, EMS
Child Development Grant Coordinator
Coordinator, DSPS
Coordinator, Math & Science Student Success Center
Coordinator, Transfer Center*
Developmental Studies Specialist
Instructional Assessment Specialist
Instructor, Respiratory Care
Learning Center Specialist
Library Coordinator
Matriculation Coordinator, SBVC*
Respiratory Care Program Director
Tutoring Coordinator*

**Non-Instructional Without Student Contact*

APPENDIX F: Librarian Workload

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

LIBRARIAN WORKLOAD

This Memorandum of Understanding ("MOU") is entered by and between the San Bernardino Community College District ("District") and the San Bernardino Community College District Teachers Association CTA/NEA ("Association"), collectively, "the parties."

WHEREAS, the language in Article 13: Workload, section 7 does not define positions identified as Non-Instructional Faculty with student contact;

WHEREAS, Librarians may be assigned to the Reference Desk where they interact directly and daily with students as well as lead student workshops and library orientations;

WHEREAS, the Collective Bargaining Agreement contains a Student Evaluation of Librarians;

THEREFORE, Librarians are Non-Instructional faculty with student contact hours and shall have thirty (30) hours of student contact hours, including management-assigned responsibilities, maintain five (5) hours of preparation time, and be available five (5) hours to perform required responsibilities

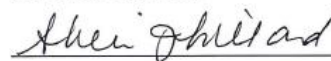
This MOU shall be effective March 19, 2020.

Dated: 3-19-2020

Dated: 3/19/2020



Kristina Hannon, Vice Chancellor, Human Resources
& Police Services



Sheri Lillard, SBCCDTA Chief Negotiator

APPENDIX G: Evaluation Forms

Initial Conference

(To be completed by the Evaluating Manager)

Faculty Name: **Click or tap here to enter text.**

Faculty Assignment: **Click or tap here to enter text.**

Faculty Work Location: **Choose an item.**

- Faculty is:
- ☐ a Contract Employee (Tenure-Track Probationary); evaluated at least once in each academic year.
 - ☐ a Regular Employee (Tenured); evaluated at least once in every three academic years.
 - ☐ a Full-Time Temporary Employee (Temporary); evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
 - ☐ a Temporary Employee (Part-Time/Adjunct); evaluated once per year within the first two (2) years of employment and at least once every six regular semesters thereafter.

This formal evaluation is for the period of **Click or tap here to enter text.**

Evaluating Manager Name: **Click or tap here to enter text.**

The initial conference between the Evaluating Manager and the Faculty member discussing the formal evaluation procedure and its possible results occurred on **Click or tap to enter a date..**

The formal evaluation shall include the following basic components listed in Article 16.E:

- a. Initial Conference
- b. Peer Observations
- c. Student Evaluations (if applicable)
- d. Additional Faculty Feedback (for non-instructional faculty without student contact only)
- e. Self-Evaluation
- f. Evaluating Manager Observations (optional for part-time faculty at manager's discretion) and Summary
- g. Final Conference

The formal evaluation shall include the peer review process listed in Article 16.E.2.

For Contract, Regular, and Full-Time Temporary employees:

Two (2) qualified peers (tenured or tenure-track faculty) shall participate in the bargaining unit member's evaluation. One (1) peer shall be selected by the Academic Senate President and one peer shall be selected by the bargaining unit member being evaluated.

For Temporary Employees (Part-time/Adjunct):

One (1) peer shall participate in the bargaining unit member's evaluation. The peer shall be the appropriate faculty chair or full-time faculty designee.

For instructional bargaining unit members, the basic terms on which the formal evaluation is based may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - Use means of presenting subject content (e.g., lecture, discussion, or demonstration) which effectively facilitate learning and support diversity and inclusion. In online or partially online courses, appropriate online methodologies are utilized to achieve the outcomes and objectives and include regular, substantive interactions.
 - Employ fair and reasonable examinations and/or other assessments consistent with the objectives and outcomes of the course and aligned with the course outline of record. Regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.
3. Effectiveness of communication. The bargaining unit member shall:
 - Communicate to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students and outlines how the course grade is to be determined.
 - Explain the concepts which comprise the course material. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.
4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:
 - a. Regular, Contract and Full-Temporary Faculty Only
 - Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty, are required to participate in new faculty orientation as delivered by the college.
 - Participation in other academic work, e.g., department, division, and faculty meetings.
 - Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).
 - b. Part-Time Faculty
 - Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
 - Regular communication with faculty chairs and evaluating manager.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).

For non-instructional bargaining unit members, the basic terms on which the formal evaluation is based may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning and support diversity and inclusion.
 - Employ fair and reasonable assessments, if applicable, consistent with the objectives and outcomes and aligned with the principal content. If applicable, regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.
3. Effectiveness of communication. The bargaining unit member shall:
 - Communicate the purpose, mission and scope of the program area.
 - Explain the department or program procedures to be followed.
 - Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.
4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:
 - b. Regular, Contract and Full-Temporary Faculty Only
 - Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty, are required to participate in new faculty orientation as delivered by the college.
 - Participation in other academic work, e.g., department, division, and faculty meetings.
 - Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).
 - b. Part-Time Faculty
 - Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
 - Regular communication with faculty chairs and evaluating manager.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).

Possible outcomes of the Evaluation Process:

- Meets Expectations
- Improvement Needed
- Does not meet expectations

Upon completion of the evaluation process, this form shall be placed in the faculty member's permanent personnel file after thirty (30) workdays.*

By signing this form, I acknowledge the content of the evaluation process and possible outcomes have been explained to me during the initial conference.

Evaluating Manager's Signature: _____ Date: _____

Faculty Member's Signature: _____ Date: _____

**Evaluating Manager shall provide the Faculty Member a copy of the signed Initial Conference Form at the conclusion of the Initial Conference.*

Formal Evaluation Summary
(To be completed by the Evaluating Manager)

Faculty Name: [Click or tap here to enter text.](#)

Faculty Assignment: [Click or tap here to enter text.](#)

Faculty Work Location: [Choose an item.](#)

Faculty is: ☐ a Contract Employee (Tenure-Track Probationary); evaluated at least once in each academic year.
☐ a Regular Employee (Tenured); evaluated at least once in every three academic years.
☐ a Full-Time Temporary Employee (Temporary); evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
☐ a Temporary Employee (Part-Time/Adjunct); evaluated once per year within the first two (2) years of employment and at least once every six regular semesters thereafter.

Evaluating Manager Name: [Click or tap here to enter text.](#)

During the initial conference, the faculty member was given the opportunity to discuss the evaluation procedure and its possible outcomes with the Evaluating Manager. This discussion took place on [Click or tap to enter a date..](#)

The Final Conference was held on [Click or tap to enter a date.](#) (must be no later than the last day of the semester). The results of this formal evaluation, its summary and all related support documents were discussed **and** provided to the Faculty Member.

Faculty Member's Evaluation Process Outcome:

- ☐ meets expectations
- ☐ improvement needed (must cite deficiencies)
- ☐ does not meet expectations (must cite deficiencies)

Evaluating Manager's Observations:

[Click or tap here to enter text.](#)

Evaluating Manager's Formal Evaluation Summary:

[Click or tap here to enter text.](#)

The following specific deficiencies are cited:

[Click or tap here to enter text.](#)

For Regular, Full-Time Temporary, and Temporary (Part-Time/Adjunct) **ONLY**:
(For Contract Faculty, refer to procedures in Article 16.F).

If the formal evaluation summary cites specific deficiencies, the Evaluating Manager shall discuss appropriate steps for improvement and shall provide specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a Written Statement of Improvement shall be completed and attached to the earlier formal evaluation summary.

Evaluating Manager's Signature: _____ Date: _____

Faculty Member's Signature: _____ Date: _____

This signature shall not be automatically interpreted as agreement with the contents or findings of this document.

This form shall be placed in the Faculty Member's permanent personnel file thirty (30) calendar days after the final conference. The Faculty Member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file.

Recommendations for Improvement
for Regular, Full-Time Temporary, and Temporary (Part-Time/Adjunct) Employees
(To be completed by the Evaluating Manager)

Faculty Name: **Click or tap here to enter text.**

Faculty Assignment: **Click or tap here to enter text.**

Faculty Work Location: **Choose an item.**

Faculty is: ☐ a Regular Employee (Tenured); evaluated at least once in every three academic years.
☐ a Full-Time Temporary Employee (Temporary); evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
☐ a Temporary Employee (Part-Time/Adjunct); evaluated once per year within the first two (2) years of employment and at least once every six regular semesters thereafter.

Evaluating Manager Name: **Click or tap here to enter text.**

Since the formal evaluation summary dated **Click or tap to enter a date.** cites specific deficiencies, a meeting was scheduled for **Click or tap to enter a date.**, between the Evaluating Manager and the Faculty Member to discuss appropriate steps for improvement.

Specific recommendations for improvement from the Evaluator:
Click or tap here to enter text.

Evaluating Manager's Signature: _____ Date: _____

Faculty Member's Signature: _____ Date: _____

This signature shall not be automatically interpreted as agreement with the contents or findings of this document.

This form shall be placed in the Faculty Member's permanent personnel file thirty (30) calendar days after the final conference. The Faculty Member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file.

Improvement Plan for Contract Employees
(To be completed by the Tenure Review Committee)

Faculty Name: **Click or tap here to enter text.**

Faculty Assignment: **Click or tap here to enter text.**

Faculty Work Location: **Choose an item.**

Faculty is: ☐ a Contract Employee (Tenure-Track Probationary); evaluated at least once in each academic year.

Evaluating Manager Name: **Click or tap here to enter text.**

Since the formal evaluation summary dated **Click or tap to enter a date.** cites specific deficiencies, the Tenure Review Committee met on **Click or tap to enter a date.** to develop an Improvement Plan in accordance with Article 16.I

Specific recommendations for improvement from the Tenure Review Committee: **Click or tap here to enter text.**

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Committee Member Printed Name: **Click or tap here to enter text.** Initials: _____

Faculty Member's Signature: _____ Date: _____

This signature shall not be automatically interpreted as agreement with the contents or findings of this document.

This form shall be placed in the Faculty Member's permanent personnel file thirty (30) calendar days after the final conference. The Faculty Member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file.

Written Statement of Improvement

(To be completed by the Evaluating Manager only if the formal evaluation summary cited specific deficiencies)

Faculty Name: [Click or tap here to enter text.](#)

Faculty Assignment: [Click or tap here to enter text.](#)

Faculty Work Location: [Choose an item.](#)

- Faculty is:
- ☐ a Contract Employee (Tenure-Track Probationary); evaluated at least once in each academic year.
 - ☐ a Regular Employee (Tenured); evaluated at least once in every three academic years.
 - ☐ a Full-Time Temporary Employee (Temporary); evaluated at least once in each academic year for the first four (4) years of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters.
 - ☐ a Temporary Employee (Part-Time/Adjunct); evaluated once per year within the first two (2) years of employment and at least once every six regular semesters thereafter.

Evaluating Manager Name: [Click or tap here to enter text.](#)

On [Click or tap to enter a date.](#) the Faculty Member was given a Formal Evaluation Summary which listed specific deficiencies. A subsequent Formal Evaluation Summary was done on [Click or tap to enter a date.](#) which indicated that the deficiencies have been corrected.

Comments by the Evaluating Manager: [Click or tap here to enter text.](#)

This form shall be attached to the Formal Evaluation Summary which listed the specific deficiencies.

_____ Faculty Member's Signature	_____ Date	_____ Evaluating Manager's Signature	_____ Date
-------------------------------------	---------------	---	---------------

This signature shall not be automatically interpreted as agreement with the contents or findings of this document.

This form shall be placed in the Faculty Member's permanent personnel file thirty (30) calendar days after the final conference. The Faculty Member may provide a written response to the formal evaluation summary within thirty (30) calendar days of receipt of the formal evaluation summary. This response shall be signed and provided to the evaluating manager and Human Resources to be attached to the formal evaluation summary in the personnel file.

Peer Evaluation Form for Instructional Bargaining Unit Member

Qualified peers are faculty who are familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation. The peer evaluation process will include observation of the bargaining unit member in their assigned roles and address the applicable areas of evaluation below. If it is mutually agreed by the peer observer and the manager that observation is not possible, an interview may replace the observation.

Name of Faculty Member being Evaluated: [Click or tap here to enter text.](#)

Name of Peer Evaluator: [Click or tap here to enter text.](#)

Course(s) Taught by Faculty Member being Evaluated: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Please indicate the basis of your evaluation:

- ☐ Observations of the employee in their relationships and communications with students, peers and other members of the college community **(Required)**

AND AT LEAST ONE OF THE FOLLOWING

- ☐ Direct observation of the employee during performance of their assigned duties.
- ☐ Interview with the employee regarding their performance in the areas listed below *(an interview may replace the direct observation only if mutually agreed by the peer observer and the manager that an observation is not possible).*

Peer evaluator comments regarding instructional bargaining unit member:

For instructional bargaining unit members, the basic terms on which the formal evaluation is based may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
[Click or tap here to enter text.](#)
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - Use means of presenting subject content (e.g., lecture, discussion, or demonstration) which effectively facilitate learning and support diversity and inclusion. In online or partially online courses, appropriate online methodologies are utilized to achieve the outcomes and objectives and include regular, substantive interactions.
[Click or tap here to enter text.](#)
 - Employ fair and reasonable examinations and/or other assessments consistent with the objectives and outcomes of the course and aligned with the course outline of record. Regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.
[Click or tap here to enter text.](#)
3. Effectiveness of communication. The bargaining unit member shall:

- Communicate to the students the objectives and outcomes of the course by use of a syllabus that also identifies related resources available to students and outlines how the course grade is to be determined.
Click or tap here to enter text.
 - Explain the concepts which comprise the course material. Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.
Click or tap here to enter text.
4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:
- a. Regular, Contract and Full-Temporary Faculty Only
- Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty, are required to participate in new faculty orientation as delivered by the college.
Click or tap here to enter text.
 - Participation in other academic work, e.g., department, division, and faculty meetings.
Click or tap here to enter text.
 - Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
Click or tap here to enter text.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).
Click or tap here to enter text.
- b. Part-Time Faculty
- Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
Click or tap here to enter text.
 - Regular communication with faculty chairs and evaluating manager.
Click or tap here to enter text.
 - Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).
Click or tap here to enter text.

Thank you for your participation. After you have completed your evaluation, please return it to the appropriate administrator.

Peer Evaluator Signature

Date

Peer Evaluation Form for Non-Instructional Bargaining Unit Member

Qualified peers are faculty who are familiar through training or experience with the assignment of the bargaining unit member undergoing evaluation. The peer evaluation process will include observation of the bargaining unit member in their assigned roles and address the applicable areas of evaluation below. If it is mutually agreed by the peer observer and the manager that observation is not possible, an interview may replace the observation.

Name of Faculty Member being Evaluated: [Click or tap here to enter text.](#)

Name of Peer Evaluator: [Click or tap here to enter text.](#)

Primary Assignment of Faculty Member being Evaluated: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Please indicate the basis of your evaluation:

- ☐ Observations of the employee in their relationships and communications with students, peers and other members of the college community **(Required)**

AND AT LEAST ONE OF THE FOLLOWING

- ☐ Direct observation of the employee during performance of their assigned duties.
- ☐ Interview with the employee regarding their performance in the areas listed below *(only if mutually agreed by the peer observer and the manager that an observation is not possible).*

Peer evaluator comments regarding instructional bargaining unit member:

For non-instructional bargaining unit members, the basic terms on which the formal evaluation is based may include:

1. Professional expertise in discipline. The bargaining unit member shall demonstrate satisfactory knowledge and currency in the assigned role.
[Click or tap here to enter text.](#)
2. Methodologies: Techniques of instruction, presentation, and/or student interaction. The bargaining unit member shall:
 - Use means of presenting subject content, (e.g., lecture, discussion, demonstration or workshops) which effectively facilitate learning and support diversity and inclusion.
[Click or tap here to enter text.](#)
 - Employ fair and reasonable assessments, if applicable, consistent with the objectives and outcomes and aligned with the principal content. If applicable, regularly assess student learning and/or service area outcomes and evaluate assessment data. Faculty shall not be evaluated on the results of the student learning and/or service area outcomes.
[Click or tap here to enter text.](#)
3. Effectiveness of communication. The bargaining unit member shall:
 - Communicate the purpose, mission and scope of the program area.
[Click or tap here to enter text.](#)
 - Explain the department or program procedures to be followed.

Click or tap here to enter text.

- Demonstrate clear and respectful communication when engaged in dialogue with their students, colleagues, and others that they interact with on campus or in the community on behalf of the campus.

Click or tap here to enter text.

4. Contribution to campus culture and climate. The bargaining unit member shall demonstrate their acceptance of responsibility to support and enhance campus culture and climate. This may be demonstrated by one or more of the following but is not necessarily limited to:

- a. Regular, Contract and Full-Temporary Faculty Only

- Participation in committee and other work of the District, and/or college. Faculty in their first year are not required to serve on a committee. Committee assignments, club advisor duties, or other work that is within this category begin in the bargaining unit member's second year of full-time service. In lieu of committee work, club advisor duties, or other work within this category, all first-year faculty, are required to participate in new faculty orientation as delivered by the college.

Click or tap here to enter text.

- Participation in other academic work, e.g., department, division, and faculty meetings.
Click or tap here to enter text.
- Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
Click or tap here to enter text.
- Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(1)).
Click or tap here to enter text.

- b. Part-Time Faculty

- Maintenance and submission of grades and outcomes assessments by the established deadline, if applicable.
Click or tap here to enter text.
- Regular communication with faculty chairs and evaluating manager.
Click or tap here to enter text.
- Adherence to the policies and regulations of the College and/or the District (Article 13, Section (B)(9)).
Click or tap here to enter text.

Thank you for your participation. After you have completed your peer evaluation, please submit it to the Evaluating Manager.

Peer Evaluator Signature

Date

Self-Evaluation Form for Bargaining Unit Member

Name of Faculty Member: [Click or tap here to enter text.](#)

Courses Taught and/or Primary Assignment: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Keeping in mind the need to integrate equity and/or diversity in all areas of your work, please address the following items based on the current evaluation cycle:

- a. Discuss how you have demonstrated support of student success to include culturally responsive teaching and/or services (e.g., including information such as modifications to your course structure or services, approach to working with students, and an analysis of disproportionate impact in classes taught by the faculty member and strategies for addressing any disproportionately impacted groups).
[Click or tap here to enter text.](#)
- b. Describe one or two successes you have had in your role on campus.
[Click or tap here to enter text.](#)
- c. Discuss your contribution to campus community and culture (e.g., committee work, student life activities).
*not required for part-time
[Click or tap here to enter text.](#)
- d. Describe any research, seminars, trainings, or other work completed in order to expand or enhance expertise that would benefit job performance.
[Click or tap here to enter text.](#)
- e. Reflect on the results of your peer evaluations and, if applicable, student evaluations.
[Click or tap here to enter text.](#)
- f. Explain what the District can do to support you (e.g., training, resources, achieving goals) if applicable.
[Click or tap here to enter text.](#)
- g. Add anything else if desired, as related to integrating equity and/or diversity into your work.
[Click or tap here to enter text.](#)

The Faculty Member may attach any relevant supporting documentation.

After you have completed your self-evaluation, please submit it to the Evaluating Manager.

Faculty Member Signature

Date

Student Evaluations and Additional Faculty Feedback Content

Rating Scale Legend:

5-Excellent 4-Good 3-Satisfactory 2-Below Average 1-Poor N/A

The Content of Student Evaluations and Additional Faculty Feedback shall be:

Non-instructional without Student Contact, Faculty Feedback Questions:

In order to improve services and better meet your needs, we want your feedback about the effectiveness of the faculty member in this role. Please take a moment and answer the questions below. Your comments will be kept absolutely confidential. Thank you for your cooperation.

Feedback shall be given based on job title, eg. Articulation officer, coordinator, etc.

1. The (list job title) was helpful to me.
2. The (list job title) effectively performed the job duties that pertained to our interactions.
3. The (list job title) thoughtfully considered feedback.
4. The (list job title) effectively communicates information to appropriate bodies.
5. The (list job title) interactions are professional.
6. Comments

Non-instructional with Student Contact, Student Evaluation Questions:

Librarian

In order to improve our library services and better meet your needs, we want your feedback about the effectiveness of your librarian. Please take a moment and answer the questions below. Your comments will be kept absolutely confidential. Thank you for your cooperation.

1. The librarian addressed my questions.
2. The information was provided in a clear and understandable manner.
3. I was satisfied with the services provided by the librarian.
4. The librarian effectively explained how to use the library resources.
5. The interaction with the librarian was professional.
6. The librarian demonstrated an awareness of my needs.
7. Would you recommend this librarian to other students?
8. Comments

Nurse

In order to improve our nursing services and better meet your needs, we want your feedback about the effectiveness of your nurse. Please take a moment and answer the questions below. Your comments will be kept absolutely confidential. Thank you for your cooperation.

1. The nurse was attentive to my concerns/needs.
2. The information was provided in a clear and understandable manner.
3. The nurse demonstrated an awareness of my needs.
4. The interaction with the nurse was professional.
5. The nurse was approachable and demonstrated concern for me.
6. The nurse exhibited good communication skills.
7. Would you recommend this nurse to other students? (Yes/No)

8. Comments

Counselors

In order to improve our methods of counseling and better meet your needs, we want your feedback about the effectiveness of your counselor. Please take a moment and answer the questions below. Your comments will be kept absolutely confidential. Thank you for your cooperation.

1. The counselor was punctual to the scheduled appointment.
2. The counselor was approachable.
3. The interaction with the counselor was professional.
4. The counselor demonstrated an awareness of my needs.
5. The counselor was knowledgeable about programs, services, and/or transfer requirements.
6. The counselor exhibited good communication skills.
7. I have a better understanding of my next steps after speaking with the counselor.
8. The counselor explained information pertaining to my educational goals.
9. Would you recommend this counselor to other students?
10. Comments

Instructional, Student Evaluation Questions:

Instructional

In order to improve our methods of instruction and better serve your needs, we want your feedback about the effectiveness of the instructor of this class. Please take a moment and answer the questions below. Your comments will be kept absolutely confidential. Thank you for your cooperation.

1. The instructor provided a syllabus for the course.
2. The syllabus accurately describes what is involved in the course.
3. The instructor is punctual (e.g. on time for synchronous classes, prompt with responses within 24-48 business hours, etc.).
4. The instructor provides sufficient information about how to succeed in the course.
5. The instructor demonstrates knowledge of the subject.
6. The instructor communicates ideas and information clearly and effectively.
7. The structure of the class effectively promotes learning.
8. The instructor inspires interest/learning in the course material.
9. The instructor provides opportunities for student input and class discussion.
10. The instructor is respectful of different viewpoints.
11. The instructor treats students equitably.
12. The instructor makes an effort to help students succeed.
13. The instructor applies course material to the real world.
14. The instructor is available and makes it clear how to contact them outside of class.
15. The assignments and/or exams match the content of the course.
16. The instructor provides timely feedback on assignments and/or exams.
17. The instructor's system of grading is clear and follows the syllabus grading criteria.
18. Would you recommend this instructor to another student?
19. Comments

APPENDIX H: MOU – Supporting the Commitment to Diversity, Equity and Inclusion

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Supporting the Commitment to Diversity, Equity and Inclusion

May 7, 2021

This MOU is entered into by and between the San Bernardino Community College District (herein after referred to as the “District”) and the San Bernardino Community College District Teachers Association (herein after referred to as “CTA”), when stated collectively, they shall be referred to as “the parties.”

WHEREAS, Black, Indigenous, and People of Color (BIPOC) faculty members contribute to the Equity mission of SBCCD in areas such as mentoring, events, social media, published works, and student engagement; and

WHEREAS, these events have been regular and ongoing, but not yet institutionalized; and

WHEREAS, BIPOC students enrolled at SBCCD rely on this work to support a welcoming and inclusive learning environment where all students can thrive; and

WHEREAS, both parties agree that the dedication and commitment engaged by BIPOC faculty members is needed within and throughout the District by all employees.

WHEREAS SBCCD supports all anti-racist actions that improve the experiences of students, faculty and staff.

THEREFORE, effective immediately, the parties have agreed as follows:

1. To develop an ad-hoc committee in conjunction with members from the EEO Advisory Committee (herein after referred to as the “ad-hoc committee”) to address problems/concerns related to areas of diversity, equity and inclusion occurring within the District. Up to two (2) additional committee members will be identified by the Association. This work will also include identifying embedded practices/areas that may be related to institutionalized racism.
2. The ad-hoc committee will conduct its work by developing a Districtwide survey with the EEO committee to receive input from all employees on key areas of concern(s)/problem(s) related to diversity, equity and inclusive based on either experience or perception.
3. The ad-hoc committee will address the input received from the surveys and identify common themes and issues related to the questions from the survey.
4. The ad-hoc committee will address possible solutions to address improved diversification of the workforce, student equity, anti-racism, and inclusive practices.
5. The ad-hoc committee will report their findings to the EEO committee to determine which areas and/or events supporting diverse populations shall be institutionalized by the District.
6. The final outcomes reached by the ad-hoc committee will be shared with both parties upon conclusion.

Each outcome provided to the parties will include the following structure:

- 1) Identified inequality;
 - 2) Recommended solution(s);
 - 3) Intended outcome(s);
 - 4) Evaluative measures (benchmarks);
 - 5) Time for completion;
 - 6) Related costs and/or compensation, if any.
-
7. The timeframe for developing the ad-hoc committee shall commence immediately with the schedule to perform the various tasks comprised by the committee. This work and related outcomes shall be completed prior to the end of the 2020-21 Academic Year, but no later than June 30, 2021.
 8. Campus/District groups, committees, associations, departments and programs may request EEO funds to support events that meet one of the EEO Multiple Methods (in particular, Method 4: Focused outreach and publications, and Method 9: Grow-your-own programs).^{*} Such requests may include reassigned time or stipends for work assigned by a manager. The EEO committee will continue to review any requests for funds that are received and meet one of the Multiple Methods.

^{*}The Multiple Methods include: Board policies and adopted resolutions, Incentives for hard-to -hire areas/disciplines, focused outreach and publications, procedures for addressing diversity throughout hiring steps and levels, consistent and ongoing training for hiring committees, professional development focused on diversity, diversity incorporated into criteria for employee evaluation and tenure review, grow-your-own programs.

In the event of unforeseen circumstances, both parties agree to amend the proposed timeline, if/when needed.

SBCCD

Kristina Hannon

Date: May 7, 2021

Kristina Hannon, Vice Chancellor,
Human Resources & Police Services, SBCCD Chief Negotiator

SBCCDTA

Sheri Lillard

Date: May 7, 2021

Sheri Lillard, SBCCDTA Chief Negotiator

APPENDIX I: Hourly Sick Leave

HOURS WORKED	HOURS EARNED FOR SICK LEAVE
1 – 7	0.00
8 – 15	0.50
16 – 23	1.00
24 – 31	1.50
32 – 39	2.00
40 – 47	2.50
48 – 55	3.00
56 – 63	3.50
64 – 71	4.00
72 – 79	4.50
80 – 87	5.00
88 – 95	5.50
96 – 103	6.00
104 – 111	6.50
112 – 119	7.00
120 – 127	7.50
128 – 135	8.00

SICK LEAVE FOR HOURLY CERTIFICATED PERSONNEL

Hourly certificated employees earn sick leave benefits applicable to hourly assignments only on the basis of one week's contact hours per regular semester for each assigned class. If the instructor teaches other than a regular semester, the sick leave entitlement is based upon the total class contact hours divided by 15. At the beginning of each semester, the amount due each employee should be advanced and any amount of earned sick leave not used may be accrued from year to year.

Non-teaching certificated employees are covered under this policy

APPENDIX J: MOU – Student Learning Outcomes

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Student Learning Outcomes

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

WHEREAS, the compensation for work on Student Learning Outcomes (SLOs) has been incorporated into both the full-time and part-time salary schedules; and

WHEREAS, Article 13 now describes faculty workload to include work on learning outcomes, but does not itemize examples of this work as in the MOU dated January 30, 2013;

THEREFORE,

The faculty work in regards to the development and assessment of student learning outcomes, program level outcomes, and institutional learning outcomes may include:

1. Writing and revising learning outcomes.
2. Choosing a method to measure the learning outcomes.
3. Setting a numerical target for outcome results.
4. Assessing the learning outcomes and documentation of results.
5. Participating in departmental meetings.
6. Evaluating outcome results per the cycle established by the institution.
7. Ensuring that the learning outcomes on the active current Course Outline of Record (COR) are on the syllabus.

The District shall continue to provide training in the SLO process to all interested faculty.

This MOU shall be effective October 23, 2020.

SBCCD

Date: 10/23/2020

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human Resources
& Police Services, SBCCD Chief Negotiator

SBCCDTA

Date: 10/23/2020

Sheri Lillard

Sheri Lillard, SBCCDTA Chief Negotiator

APPENDIX K: MOU – Health & Welfare

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

HEALTH AND WELFARE BENEFITS FOR FULL-TIME FACULTY

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION (Association), collectively, “the parties.”

For the 2022-2023 plan year (October 1, 2022 – September 30, 2023), the benefit cap shall be as follows:

1. Medical plan only: \$14,304.00
 - a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
 - b. Medical plans offered to include a choice of six (6) medical plans:
 - i. Anthem Blue Cross Select-Network HMO Premier (No additional cost option)
 - ii. Anthem Blue Cross Full-Network HMO Premier (Additional cost option)
 - iii. Anthem Blue PPO (Additional cost option)
 - iv. Anthem Blue PPO Low (Additional cost option)
 - v. Kaiser Low HMO \$30 Co-Pay (Additional cost option)
 - vi. Kaiser High HMO \$10 Co-Pay (Additional cost option)
2. Dental, Vision, Term Life and AD&D: \$649.68
 - a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
 - b. Dental plans offered include a choice of two (2) dental plans:
 - i. DeltaCare USA HMO (No additional cost option)
 - ii. Delta Dental PPO (Additional cost option)
 - c. Vision plan offered include one vision (1) plan:
 - i. EyeMed (No additional cost option)
 - d. Term Life and AD&D policies include Basic and Voluntary coverage options:
 - i. Prudential Basic Term Life: \$50,000 (No additional cost)
 - ii. Prudential Basic AD&D: \$50,000 (No additional cost)
 - iii. Prudential Voluntary Term Life (Additional cost option)
 - iv. Prudential Voluntary AD&D (Additional cost option)

3. Medical Wavier

- a. Full-time faculty members who chose to opt-out of the medical plan benefits shall complete the 2022-2023 Opt-Out of Medical Benefits Form.
- b. In lieu of medical benefits, full-time faculty members who chose to opt-out shall receive a \$250 per month (\$3,000 per year) stipend. It is understood that this monthly stipend may be considered a compensable benefit and subject to the appropriate taxes and applicable retirement contributions. The District shall still continue any other plan that the faculty member is currently enrolled in including dental, and vision, and any other alternative insurance benefits including Basic Life Insurance and the Employee Assistance Program (EAP).

There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due from the unit member.

The District shall contribute the cost of the least expensive health and welfare plan to full-time unit members during the 2022-2023 plan year (October 1, 2022 – September 30, 2023).

This Agreement is made and entered into this 22nd day of April, 2022.

SBCCD

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human Resources & Police Services,
SBCCD Chief Negotiator

Date: April 22, 2022

SBCCDTA

Jamie Herrera

Jamie Herrera, SCCDTA Chief Negotiator

Date: April 22, 2022

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

HEALTH AND WELFARE BENEFITS FOR PART-TIME (ADJUNCT) FACULTY

This Memorandum of Understanding (MOU) is made and entered into this 22nd day of April, 2022 between the San Bernardino Community College District (hereinafter, "District") and the San Bernardino Community College District Teachers Association-CTA/NEA (hereinafter, "Association").

WHEREAS, The District and Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A-1 where the existing collective bargaining agreement also indicates that the District shall present a health and welfare plan for part-time bargaining unit members in the 2019-2020 academic year for implementation on September 1, 2020.

WHEREAS, The District has researched various plan offerings with insurance carriers to offer medical-benefits to part-time faculty.

WHEREAS, the number of part-time faculty have been fewer than anticipated and this money can be used to benefit all part-time faculty in other areas.

IT IS THEREFORE AGREED THAT:

In an ongoing effort to continue to address "D" of Article 11: Health and Welfare Benefits, part-time faculty and their eligible dependents for the 2022-2023 plan year.

Effective October 1, 2022 through September 30, 2023, the District shall offer:

MEDICAL

1. Offer Anthem Blue Cross PPO High Deductible plan to all eligible part-time faculty members and eligible dependents at 100% employee contribution.
2. An interest list will be developed over a two-week period to determine how many part-time faculty members would be interested in enrolling.
3. Up to a maximum of 10 part-time faculty members who meet the eligibility requirements will be funded each month (for up to 12 months) not to exceed \$45,000 for the 2022-2023 plan year, to help offset the cost of employee premiums. The allocated \$45,000 will be divided equally amongst the enrollees, up to 10 people. The subsidy cannot exceed the cost of the benefits. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

DENTAL

1. Offer the Delta Dental HMO Direct for eligible part-time faculty and eligible dependents at the 75% employer contribution/25% employee contribution.
2. An interest list will be developed over a two-week period to determine how many part-time faculty members would be interested in enrolling.
3. The District will fund the employer contribution for up to 25 part-time faculty members who meet the eligibility requirements (\$25.15 each month (for up to 12 months) not to exceed \$301.80 for the 2022-2023 plan year). The maximum enrollment for this funding shall be 25 faculty. The established cap shall not be considered as a permanent cap to

funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.

The following eligibility requirements shall apply:

1. Part-time faculty must be actively employed in a district faculty position.
2. Applicants who have existing coverage elsewhere are not eligible for District funding.
3. Priority will be established as follows:
 - a. 1st priority: Applicants enrolled in the previous plan year.
 - b. 2nd priority: Shall be established by the earliest hire date.
4. Any subsequent enrollments are at the discretion of the District.
5. An eligible employee may choose either medical or dental benefits, but not both.

The District reserves the right each school year to change the medical plan and/or subsidy amount offered to part-time faculty.

SBCCD

Kristina Hannon

Date: April 22, 2022

Kristina Hannon, Vice Chancellor,
Human Resources & Police Services, SBCCD Chief Negotiator

SBCCDTA

Jamie Herrera

Date: April 22, 2022

Jamie Herrera, SBCCDTA Chief Negotiator

APPENDIX L: MOU – Dual/Concurrent Enrollment Course Staffing

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE TEACHER ASSOCIATION
And
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Dual/ Concurrent Enrollment Course Staffing

WHEREAS: The Association and the District agree that finding opportunities for qualified high school students to begin working towards their college and career post secondary degrees; and

WHEREAS: The Association and the District agree that working together can produce better results for the students who engage in these opportunities; and

WHEREAS: Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 enables the Association and the District to build a truly collaborative approach to providing these opportunities to the best interest to both faculty and District alike; and

WHEREAS: Careful implementation of Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 affords the District the opportunity to expand FTEs with the related resources; and

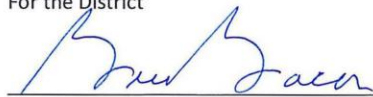
WHEREAS: Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 provides protections of Collective Bargaining Agreement (CBA) and the Association protections therein,

THEREFORE, BE IT AGREED THAT:

1. The instructional work in these courses offered to partner high school students shall solely be the work of the Faculty represented in the San Bernardino Community College District Teachers Association Collective Bargaining Agreement.
2. Before a dual enrollment course is filled or offered:
 - a. The opportunity to teach these courses shall first be offered to full time Faculty in the Association.
 - b. Any full-time Faculty member who accepts the offer to teach these courses shall have the right to teach these courses as part of their regular load or as overload assignment in accordance with the CBA.
 - c. Following the decision of the full-time Faculty member not to desire the assignment, the opportunity to teach these courses shall be offered to current Adjunct Faculty who meet the minimum qualifications.
 - d. Following the decision of the Adjunct Faculty not to desire the assignment, the opportunity to teach these class assignments shall then be offered to a qualified Adjunct Faculty in the discipline's pool. Qualified high school faculty are encouraged to apply for Adjunct positions through the SBCCD website.
3. Evaluations procedures shall remain in accordance with the CBA.
4. The District shall provide training to all Faculty who teach these courses in accordance with the Child Abuse Neglect and Reporting Act.
5. Faculty shall receive mileage reimbursement for any activity related to dual enrollment as indicated in Article 19.

This agreement shall remain in full force and effect beginning this 11 day of April 2017.

For the District



Bruce Baron, Chancellor
SBCCD

For the Association



Dr. Sheri Lillard, Association President
SBCCDTA-CTA-NEA

APPENDIX M: MOU – VIDEO and AUDIO Recording Equipment

April 14, 2017

Memorandum of Understanding

To

San Bernardino Community College District Teachers Association

From

San Bernardino Community College District

VIDEO and AUDIO Recording Equipment

April 14, 2017

WHEREAS: Article 20 -SAFETY CONDITIONS OF EMPLOYMENT of the collective bargaining agreement provides that "The District shall furnish a place of employment which is safe for members of the bargaining unit." And

WHEREAS: The District Board Policy 3500 - CAMPUS SAFETY stipulates that "The board is committed to a safe and secure District work and learning environment." And

WHEREAS: The Association recognizes the need to protect the property and equipment of the District throughout the campuses from damage, theft, or destruction. And

WHEREAS: The Association recognizes that video and/or audio recording equipment can be an effective deterrent to criminal activity on the District property. And

WHEREAS: The Association acknowledges that one way for the District to protect property, equipment and personnel is through the installation and monitoring of video and/or audio recording equipment,

IT IS THEREFORE AGREED THAT:

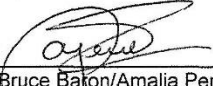
1. Video and/or audio recording equipment may be installed in locations where there is no reasonable expectation of privacy such as in hallways, parking lots, front offices and lobbies where students and employees come and go, storage areas, warehouses, outdoor areas and other places in public view. Video equipment installed in buildings near unit members' work and office areas and classrooms shall be pointed into hallways and doorways whenever feasible. Video equipment installed in storage areas, warehouses and other areas needing enhanced security may be pointed in areas other than hallways and doorways, and the Association shall be notified prior to installation.
2. Video and/or audio recording equipment shall not be installed in classrooms and labs of instructional faculty or in the work areas of non-instructional faculty, with the exception that such equipment may be installed in the entries and lobbies of such areas, for example, in the lobbies of Learning Resource Centers.
3. Video and/or audio recording equipment shall not be installed in any locations where there is a reasonable expectation of privacy in accordance with applicable laws; e.g., restrooms, locker rooms, break rooms, faculty offices.
4. The District shall post signs to notify students and staff of the presence of video and/or audio recording equipment in the exterior locations and in hallways.
5. The District shall provide the Association a semi-annual report, upon request, of the number and location of all video and/or recording equipment.
6. All viewing of video images and/or listening to audio (live or recorded) shall only be conducted by the

April 14, 2017

District's Sergeant(s), the District's Chief of Police, and/or the Chancellor of the District or designee. All video monitors shall be positioned in a location that will not permit students to view images of other students.



7. When incidents are suspected to have occurred that may be revealed on the video and/or audio recordings, only the Chancellor or designee, the District's Police Chief and/or non-CSEA law enforcement may review the video and/or audio records. Examples of such incidents include but are not limited to incidents involving criminal activity, personal injury, property damage, theft, trespassing, and physical altercations between persons.
8. The District shall not use video/audio recordings as part of progressive discipline and/or in connection with the evaluation of an Association bargaining unit member's performance, however, such video/audio recordings may be relied upon in disciplinary proceedings involving criminal conduct and/or misconduct that results in unwarranted property damage, theft, personal injury, or physical altercations with others.

For the District:



Bruce Baron/Amalia Perez
SBCCD

For the Association:

Amy Avelar
SBCCDTA

APPENDIX N: MOU – Comparison District Data Summary Guidelines

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Comparison District Data Summary Guidelines

October 22, 2021

Whereas: Appendix A-1, Objectives 1 and 2 of the collective bargaining agreement states we will establish a median concept among the benchmark/comparison districts and establish specific points on the salary schedule for comparison; and

Whereas: The change in the salary schedule requires adjustment to the previously agreed upon comparison cells.

IT IS THEREFORE AGREED THAT:

The following Comparison District Data Summary Guidelines shall be used.

Comparison District Data Guidelines

- a. The comparison districts listed in Appendix A-1 Compensation Plan shall be used for comparison purposes including wages, benefits, similar job descriptions, etc.
- b. Specific points (twenty-eight cells) on the full-time salary schedule shall be established for comparison and refer to the index of the twenty-eight cells. The index of twenty-eight cells are agreed to by mutual consent of the Association and the District. The selection of the cells process shall include an analysis of current scatter gram information.
- c. The twenty-eight cells shall be matched to the seven comparison districts identified in the bargaining agreement under the Compensation Plan as close as possible.
- d. The index of twenty-eight cells shall be re-evaluated and mutually agreed to every time Article 10: Wages is sunshined.

Index of Twenty- Eight (28) Cells for 2021-22

Lowest starting point (3 cells): C1, D1, I1

Highest (3 cells): D21, E21, I21

Entry level, difficult to recruit, retain (3 cells): C4, D4, I4

Starting point G8-max step: (7 cells): all step 8 (C, D, E, F, G, H, I)

Normalizing (middle of schedule, 7 cells): all step 11 (C, D, E, F, G, H, I)

Straightforward, best match possible (5 cells): E6, D14, I14, F17, H17

SBCCDTA

Jamie Herrera

Jamie Herrera, SBCCDTA Chief Negotiator

SBCCD

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

APPENDIX O: MOU – Lecture, Lab, and Clinical Parity Committee

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

And

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Lecture, Lab, and Clinical Committee

April 19, 2018

This Memorandum of Understanding (MOU) is made and entered into this 19th day of April, 2018, between the San Bernardino Community College District (hereinafter referred to as "District") and the San Bernardino Community College District Teachers Association (hereinafter referred to as "Association").

It is agreed that the District and the Association shall form a committee to research and provide analysis regarding lecture, lab, and clinical assignments.

Membership: The Lecture/Lab/Clinical Committee shall consist of a CTA representative, curriculum committees' chairs (or designees) from each campus, two (2) faculty chair(s) (or designees) from each campus representing different types of lab/clinical activities, two (2) administrators from each campus, and two (2) district representatives (HR and Fiscal). The Committee's work shall commence prior to September 1, 2018. A written report of the Committee's findings shall be provided to both the Association and District Negotiations' chairs on or before the last day of instruction of December 2019.

This committee may be in lieu of a Senate assigned committee and is at the discretion of the faculty member. Faculty members on the committee shall be compensated at the non-instructional rate for work performed outside the normal work year.

Charge: The committee shall conduct an initial analysis of all the disciplines with laboratory and clinical components. Analysis will include curriculum, teaching pedagogy, cost comparisons (including, but not limited to, the seven (7) comparison Districts listed in the Collective Bargaining Agreement in Appendix A-1), productivity as defined by the state, and work load. The committee will also evaluate and report the potential impacts on the faculty obligation number (FON).

Negotiations on Lecture/Lab/Clinical parity shall resume when the committee's findings are reported to the negotiations' chairs and no later than beginning of the Spring 2020 semester. If negotiations on Lecture/Lab/Clinical parity do not resume by the March 1, 2020, all laboratories and clinical shall be loaded the same as lecture (using Table I: Lecture 15 Hours column) beginning in the Fall 2020 semester.

For SBCCD:



Amalia Perez, Director Human Resources

For SBCCDTA:



Sheri Lillard, President

APPENDIX P: Grievance Report Forms

Step 1 – Statement of Grievance

Step 1 – Decision of Immediate Supervisor

Step 2 – Appeal to Area Vice President

Step 2 – Decision of Area Vice-President

Step 3 – Appeal to College President

Step 3 – Decision of College President

Step 4 – Appeal to Chancellor

Step 4 – Decision of Chancellor

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 1
STATEMENT OF GRIEVANCE

Name of Grievant: _____

Date Grievance Filed: _____

Current assignment of Grievant: _____

Specific Article(s) and Provision(s) of The Agreement Allegedly Violated,
Misapplied or Misinterpreted By The District:

Statement Of Grievance Which Must Be Clear And Concise Indicating All Circumstances
Involved:

Decision Rendered at Informal Conference:

Remedy Sought:

Grievant's Signature

Grievant's Representative (If Any)

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 1
DECISION OF IMMEDIATE SUPERVISOR

Name of Grievant: _____

Date Grievance Filed: _____

Name of Immediate Supervisor: _____

Decision Of Immediate Supervisor And Reason(s) Therefore:

Immediate Supervisor's Signature

Date

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 2
APPEAL TO AREA VICE PRESIDENT

Name of Grievant: _____

Date Step 2 Filed: _____

Statement Of Reasons For Appeal Of Decision To Step 2 (Must Attach Copy Of Original Grievance And Copy Of Decision At Step 1 (if any):

Grievant's Signature

Grievant's Representative (If Any)

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 2
DECISION OF AREA VICE PRESIDENT

Name of Grievant: _____

Date Step 2 Filed: _____

Name Of Area Vice President: _____

Decision of Area Vice President And Reason(s) Therefore:

Area Vice President's Signature

Date

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 3
APPEAL TO COLLEGE PRESIDENT

Name of Grievant: _____
Date Step 3 Filed: _____

Statement of Reasons for Appeal of Decision to Step 3 (Must Attach Copy of Original Grievance and Copy of Decision at Step 2 (if any):

Grievant's Signature

Grievant's Representative (If Any)

Date Received by College President: _____

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 3
DECISION OF COLLEGE PRESIDENT

Name of Grievant: _____

Date Step 3 Filed: _____

Name of College President: _____

Decision of College President and Reason(s) Therefore:

College President's Signature

Date

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM

SBCCD AND SBCCDTA

STEP 4

APPEAL TO CHANCELLOR

Name of Grievant: _____

Date Step 4 Filed: _____

Statement of Reasons for Appeal of Decision to Step 4 (Must Attach Copy Of Original Grievance And Copy of Decision At Step 3 (if any):

Grievant's Signature

Grievant's Representative (If Any)

Date Received by Chancellor or Designee: _____

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 4
DECISION OF CHANCELLOR

Name of Grievant: _____

Date Step 4 Filed: _____

Name of Chancellor or Designee: _____

Decision of Chancellor or Designee and Reason(s) Therefore:

Chancellor's Or Designee Signature

Date

Distribution: .Grievant
 .Immediate Supervisor
 .Area Vice President
 .College President
 .Association President
 .Grievant's Representative
 .Vice Chancellor of Human Resources

APPENDIX Q: MOU – Evaluation Feedback Process for Faculty without Student Contact

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Evaluation Feedback Process for Faculty without Student Contact

This MOU is entered into by and between the San Bernardino Community College District (herein after referred to as the “District”) and the San Bernardino Community College District Teachers Association (herein after referred to as “CTA”), when stated collectively, they shall be referred to as “the parties.”

WHEREAS, both parties agree that additional work needs to be conducted to determine a method for obtaining additional feedback for faculty who do not have student contact;

THEREFORE, both parties agree to meet and research a method for obtaining additional feedback for faculty without student contact and will agree to incorporate the agreed process into Article 16.

This work shall be completed no later than the end of fall 2021.

SBCCD

Kristina Hannon

Kristina Hannon, Vice Chancellor,
Human Resources & Police Services, SBCCD Chief Negotiator

Date: May 7, 2021

SBCCDTA

Sheri Lillard

Sheri Lillard, SBCCDTA Chief Negotiator

Date: May 7, 2021

APPENDIX R: MOU – Distance Education Verification Training

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Distance Education Verification Training

This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino Community College District (“District”) and the San Bernardino Community College District Teachers Association CTA/NEA (“Association”), collectively, “the parties.”

WHEREAS, it is highly likely that the SBCCD will need to offer classes remotely in Fall 2021 and possibly longer;

WHEREAS, both parties agree that course content must meet ADA, US Department of Education, and ACCJC accrediting requirements;

WHEREAS, both parties agreed in a prior MOU, Emergency Contingency Plan for Covid-19, that ongoing training will be provided to assist faculty in conducting remote instructional work;

WHEREAS, the District has and will continue to provide support for faculty who are DE certified to implement the training based on best practices into each course to support student success;

WHEREAS, research conducted among SBCCD students strongly the importance of a common learning management system to their success as it enhances their ability to access course information and connect with instructors;

WHEREAS, prior to COVID-19, the student demand for distance education classes consistently increased every year and this trend is expected to continue; and

WHEREAS, changing technology requires that faculty receive ongoing support and training to enable up-to-date teaching methods;

THEREFORE, the goal is to have all Full-time and Part-time faculty trained in the CHC/SBVC online teaching and learning DE training (or equivalent) as approved by the campuses, hereafter referred to as DE Training, by May 25, 2022.

Faculty who have not completed DE training will be paid a \$750 stipend to complete and submit the documentation by May 25, 2022. Faculty who have completed DE training in the District between March 1, 2020 and the implementation of this MOU, will receive a stipend of \$750.

Any faculty who completed training prior to Fall 2017, may repeat DE training and receive a stipend of \$500.

Faculty who seek additional DE training, and have not already been compensated for introductory DE training, shall be paid a \$500 stipend for one additional course: *Equity & Culturally Responsive Online Teaching* or *Creating Accessible Course Content* through SBVC, CHC, @One, or equivalent training, as approved by the Vice President of Instruction.

Verification of completion must be submitted to the immediate supervisor by May 25, 2022 to be eligible to receive a stipend.

Hours to complete DE Certification are not eligible for Flex hours or Professional Development compensation if the stipend has been claimed.

This MOU will sunset on May 25, 2022.

SBCCD

Kristina Hannon

Date: May 7, 2021

Kristina Hannon, Vice Chancellor,
Human Resources & Police Services, SBCCD Chief Negotiator

SBCCDTA

Sheri Lillard

Date: May 7, 2021

Sheri Lillard, SBCCDTA Chief Negotiator

APPENDIX S: MOU – Compensation for Stacked Honors Sections

MEMORANDUM OF UNDERSTANDING

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Compensation for Stacked Honors Sections

This Memorandum of Understanding ("MOU") is entered by and between the San Bernardino Community College District ("District") and the San Bernardino Community College District Teachers Association CTA/NEA ("Association"), collectively, "the parties."

WHEREAS, Crafton Hills College has compensated faculty who teach honors courses; and

WHEREAS, the parties agreed to come together and meet to extend or negotiate a new process/compensation for honors courses as outlined in the MOU signed December 4, 2020;

THEREFORE, Effective Fall 2021:

1. All faculty teaching any honors course linked to a non-honors course shall be compensated two (2) hours for each student enrolled at census at the non-instructional rate, up to five (5) students, for a maximum of ten (10) hours.

For example, an instructor teaching three (3) honors sections of ENGL-101 with eight (8) honors students would be compensated for a maximum of five (5) students or ten (10) hours. If an instructor also taught ENGL-102 as well, they could be compensated for a maximum of five (5) students for all ENGL-102 honors sections taught by the instructor as well as being compensated for the ENGL-101 honors students.

2. Counselors at both campuses will be released from other student contact to attend honors related meetings and activities during their assigned workweek.

This MOU will sunset upon district plan and agreed upon MOU/TA.

For SBCCD

Date: 4/15/2022

Kristina Hannon

Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotiator

For SBCCDTA

Date: 4/15/2022

Jamie Herrera

Jamie Herrera, SBCCDTA Chief Negotiator

TABLE I: Whole Hours

Hours/Week	Lecture 15 Hours	High Intensity Lab (HIL) 18 Hours	Lab/Clinic 21 Hours	NIF w/ SCHrs 30 Hours	NIF w/o SCHrs 35 Hours	Hours/Week
1	0.067	0.056	0.048	0.033	0.029	1
2	0.133	0.111	0.095	0.067	0.057	2
3	0.200	0.167	0.143	0.100	0.086	3
4	0.267	0.222	0.190	0.133	0.114	4
5	0.333	0.278	0.238	0.167	0.143	5
6	0.400	0.333	0.286	0.200	0.171	6
7	0.467	0.389	0.333	0.233	0.200	7
8	0.533	0.444	0.381	0.267	0.229	8
9	0.600	0.500	0.429	0.300	0.257	9
10	0.667	0.556	0.476	0.333	0.286	10
11	0.733	0.611	0.524	0.367	0.314	11
12	0.800	0.667	0.571	0.400	0.343	12
13	0.867	0.722	0.619	0.433	0.371	13
14	0.933	0.778	0.667	0.467	0.400	14
15	1.000	0.833	0.714	0.500	0.429	15
16		0.889	0.762	0.533	0.457	16
17		0.944	0.809	0.567	0.486	17
18		1.000	0.857	0.600	0.514	18
19			0.905	0.633	0.543	19
20			0.952	0.667	0.571	20
21			1.000	0.700	0.600	21
22				0.733	0.629	22
23				0.767	0.657	23
24				0.800	0.686	24
25				0.833	0.714	25
26				0.867	0.743	26
27				0.900	0.771	27
28				0.933	0.800	28
29				0.967	0.829	29
30				1.000	0.857	30
31					0.886	31
32					0.914	32
33					0.943	33
34					0.971	34
35					1.000	35

Notes:

1. Non-Instructional Faculty without student contact hours serve on college committees within the 35 (thirty-five) workweek.
 2. Teaching hours above are based on full-semester length courses.
 3. For short-term classes: (1) Compute total number of hours that the class meets; (2) divide by the number of weeks in the semester (usually 18); and (3) go to the table(s) for the appropriate F.T.E.
 4. See Table II for "Fractions of an Hour."
- SCHrs means Student Contact Hours

TABLE II: Fractions of an Hour
Full-Time Equivalency (F.T.E.) Load

Hours/Week	Lecture 15 Hours	High Intensity Lab 18 Hours	Lab/Clinic 21 Hours	NIF w/ SCHrs 30 Hours	NIF w/o SCHrs 35 Hours	Hours/Week
0.01	0.001	0.001	0.000	0.000	0.000	0.01
0.02	0.001	0.001	0.001	0.001	0.001	0.02
0.03	0.002	0.002	0.001	0.001	0.001	0.03
0.04	0.003	0.002	0.002	0.001	0.001	0.04
0.05	0.003	0.003	0.002	0.002	0.001	0.05
0.06	0.004	0.003	0.003	0.002	0.002	0.06
0.07	0.005	0.004	0.003	0.002	0.002	0.07
0.08	0.005	0.004	0.004	0.003	0.002	0.08
0.09	0.006	0.005	0.004	0.003	0.003	0.09
0.10	0.007	0.006	0.005	0.003	0.003	0.10
0.11	0.007	0.006	0.005	0.004	0.003	0.11
0.12	0.008	0.007	0.006	0.004	0.003	0.12
0.13	0.009	0.007	0.006	0.004	0.004	0.13
0.14	0.009	0.008	0.007	0.005	0.004	0.14
0.15	0.010	0.008	0.007	0.005	0.004	0.15
0.16	0.011	0.009	0.008	0.005	0.005	0.16
0.17	0.011	0.009	0.008	0.006	0.005	0.17
0.18	0.012	0.010	0.009	0.006	0.005	0.18
0.19	0.013	0.011	0.009	0.006	0.005	0.19
0.20	0.013	0.011	0.010	0.007	0.006	0.20
0.21	0.014	0.012	0.010	0.007	0.006	0.21
0.22	0.015	0.012	0.010	0.007	0.006	0.22
0.23	0.015	0.013	0.011	0.008	0.007	0.23
0.24	0.016	0.013	0.011	0.008	0.007	0.24
0.25	0.017	0.014	0.012	0.008	0.007	0.25
0.26	0.017	0.014	0.012	0.009	0.007	0.26
0.27	0.018	0.015	0.013	0.009	0.008	0.27
0.28	0.019	0.016	0.013	0.009	0.008	0.28
0.29	0.019	0.016	0.014	0.010	0.008	0.29
0.30	0.020	0.017	0.014	0.010	0.009	0.30
0.31	0.021	0.017	0.015	0.010	0.009	0.31
0.32	0.021	0.018	0.015	0.011	0.009	0.32
0.33	0.022	0.018	0.016	0.011	0.009	0.33
0.34	0.023	0.019	0.016	0.011	0.010	0.34
0.35	0.023	0.019	0.017	0.012	0.010	0.35
0.36	0.024	0.020	0.017	0.012	0.010	0.36
0.37	0.025	0.021	0.018	0.012	0.011	0.37
0.38	0.025	0.021	0.018	0.013	0.011	0.38
0.39	0.026	0.022	0.019	0.013	0.011	0.39
0.40	0.027	0.022	0.019	0.013	0.011	0.40
0.41	0.027	0.023	0.020	0.014	0.012	0.41
0.42	0.028	0.023	0.020	0.014	0.012	0.42
0.43	0.029	0.024	0.020	0.014	0.012	0.43
0.44	0.029	0.024	0.021	0.015	0.013	0.44
0.45	0.030	0.025	0.021	0.015	0.013	0.45
0.46	0.031	0.026	0.022	0.015	0.013	0.46
0.47	0.031	0.026	0.022	0.016	0.013	0.47
0.48	0.032	0.027	0.023	0.016	0.014	0.48
0.49	0.033	0.027	0.023	0.016	0.014	0.49
0.50	0.033	0.028	0.024	0.017	0.014	0.50

Full-Time Equivalency (F.T.E.) Load
(continued)

Hours/Week	Lecture 15 Hours	High Intensity Lab 18 Hours	Lab/Clinic 21 Hours	NIF w/ SCHrs 30 Hours	NIF w/o SCHrs 35 Hours	Hours/Week
0.51	0.034	0.028	0.024	0.017	0.015	0.51
0.52	0.035	0.029	0.025	0.017	0.015	0.52
0.53	0.035	0.029	0.025	0.018	0.015	0.53
0.54	0.036	0.030	0.026	0.018	0.015	0.54
0.55	0.037	0.031	0.026	0.018	0.016	0.55
0.56	0.037	0.031	0.027	0.019	0.016	0.56
0.57	0.038	0.032	0.027	0.019	0.016	0.57
0.58	0.039	0.032	0.028	0.019	0.017	0.58
0.59	0.039	0.033	0.028	0.020	0.017	0.59
0.60	0.040	0.033	0.029	0.020	0.017	0.60
0.61	0.041	0.034	0.029	0.020	0.017	0.61
0.62	0.041	0.034	0.030	0.021	0.018	0.62
0.63	0.042	0.035	0.030	0.021	0.018	0.63
0.64	0.043	0.036	0.030	0.021	0.018	0.64
0.65	0.043	0.036	0.031	0.022	0.019	0.65
0.66	0.044	0.037	0.031	0.022	0.019	0.66
0.67	0.045	0.037	0.032	0.022	0.019	0.67
0.68	0.045	0.038	0.032	0.023	0.019	0.68
0.69	0.046	0.038	0.033	0.023	0.020	0.69
0.70	0.047	0.039	0.033	0.023	0.020	0.70
0.71	0.047	0.039	0.033	0.024	0.020	0.71
0.72	0.048	0.040	0.034	0.024	0.021	0.72
0.73	0.049	0.041	0.035	0.024	0.021	0.73
0.74	0.049	0.041	0.035	0.025	0.021	0.74
0.75	0.050	0.042	0.036	0.025	0.021	0.75
0.76	0.051	0.042	0.036	0.025	0.022	0.76
0.77	0.051	0.043	0.037	0.026	0.022	0.77
0.78	0.052	0.043	0.037	0.026	0.022	0.78
0.79	0.053	0.044	0.038	0.026	0.023	0.79
0.80	0.053	0.044	0.038	0.027	0.023	0.80
0.81	0.054	0.045	0.039	0.027	0.023	0.81
0.82	0.055	0.046	0.039	0.027	0.023	0.82
0.83	0.055	0.046	0.040	0.028	0.024	0.83
0.84	0.056	0.047	0.040	0.028	0.024	0.84
0.85	0.057	0.047	0.040	0.028	0.024	0.85
0.86	0.057	0.048	0.041	0.029	0.025	0.86
0.87	0.058	0.048	0.041	0.029	0.025	0.87
0.88	0.059	0.049	0.042	0.029	0.025	0.88
0.89	0.059	0.049	0.042	0.030	0.025	0.89
0.90	0.060	0.050	0.042	0.030	0.026	0.90
0.91	0.061	0.051	0.043	0.030	0.026	0.91
0.92	0.061	0.051	0.044	0.031	0.026	0.92
0.93	0.062	0.052	0.044	0.031	0.027	0.93
0.94	0.063	0.052	0.045	0.031	0.027	0.94
0.95	0.063	0.053	0.045	0.032	0.027	0.95
0.96	0.064	0.053	0.046	0.032	0.027	0.96
0.97	0.065	0.054	0.046	0.032	0.028	0.97
0.98	0.065	0.054	0.047	0.033	0.028	0.98
0.99	0.066	0.055	0.047	0.033	0.028	0.99
1.00	0.067	0.056	0.048	0.033	0.029	1.00