

AGREEMENT

Cerritos Community College District



And

Cerritos College Faculty Federation
Local 6215 CFT/AFT AFL-CO



July 1, 2015 - June 30, 2018

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PREAMBLE

The articles and provisions contained herein constitute an agreement (“Agreement”) by and between the Cerritos Community College District (“District”) and the Cerritos College Faculty Federation, Local 6215, CFT/AFT, AFL-CIO (“Union”).

This Agreement is entered into this 18th day of June, 2008 pursuant to Government Code Sections 3540-3549.

ARTICLE 1: RECOGNITION

1.1 The District recognizes the Cerritos College Faculty Federation (“Union”) as the exclusive representative in the following bargaining unit:

1.1.2 Inclusions: All full-time faculty and all part-time faculty paid on the part-time faculty salary schedule.

1.1.3 Exclusions: All other employees not designated in Section 1.1.2 above, including, but not limited to, substitute, management, supervisory, and confidential employees.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its customary powers and authority to direct, manage and control the operations of the District to the full extent of the law. The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; fix duties and responsibilities of employees; establish positions; hire; assign; evaluate; promote; terminate; discipline unit members; and take any temporary action as may be necessary to carry out its mission in the event of an emergency. An emergency is defined as a natural disaster, such as fire, flood, earthquake, or unforeseen serious circumstance for which the District determines immediate action is necessary.
- 2.2 The exercise of the rights under this Article are not subject to the grievance procedures of the Agreement, except that the duration of any modification or termination of provisions contained in this Agreement by the District necessitated by an emergency declared under Section 2.1 above, may be grieved by the Union.
- 2.3 The appropriate Vice President or designee and Vice President of Human Resources shall meet with the Union in order to exchange views and concerns and give good faith consideration to the Union's position prior to contracting out bargaining unit work not previously contracted out by the District.

ARTICLE 3: UNION RIGHTS

3.1 The Union shall have the right of access at reasonable times to areas in which faculty members work, excluding classrooms during instructional time, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and consistent with related District policies and administrative regulations, and the right to use instructional facilities provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increase maintenance cost to the District, nor shall such use violate the provisions of Education Code Section 7050, et. Seq. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Union. Rules relating to civic center permits shall apply to Union meetings.

3.1.1 New Faculty Orientation: The CCFF President shall be notified of all new group adjunct and full-time faculty orientation sessions that occur at the beginning of each semester. The Union shall be granted a minimum of twenty (20) minutes to present materials about the Union at these orientation sessions or for online training/orientation, the Union may provide an informational video that shall be included as part of the online orientation.

3.1.2 Division Meetings: An authorized representative of the Union shall be granted a minimum of ten (10) minutes at every monthly division meeting to communicate and update the bargaining unit on union and/or negotiation issues. The authorized representative shall notify the dean 24 hours prior to the Division meeting whether he or she will attend and utilize the time allotted.

3.2 Office Space

The District shall grant the Union office space on the campus from which to carry out its normal operations consistent with all applicable laws. The office space shall be as designated by the District, and may be changed from time to time or temporarily removed based on District facility's needs, following discussion with the Union.

3.3 Distribution of This Agreement

The District shall post the contract on the District's web site. In addition, copies of the Agreement shall be printed by the District within thirty (30) working days after it becomes effective and copies shall be made available to faculty members upon written request to the Human Resources Office. New faculty, not previously employed by the District, shall be given the option of receiving a copy of the Collective Bargaining Agreement or provided the web address for digital access.

The District will provide printed copies of this Agreement for Federation Executive Board members and Division offices. The District and the Union shall share equally the cost of reproducing this Agreement.

3.4 Access to Public Information

Upon request, the District shall make available to the Union any public and non-confidential information that the District normally compiles that is relevant and necessary for the Union to develop its collective bargaining positions or necessary for the enforcement of the various provisions of the Agreement. The district will make every reasonable effort to provide any such information to the Union in a timely manner. Such information shall include financial information, enrollment information, faculty assignments, and any other public, non-confidential printed or electronic form where the request is for information that is not currently available in printed or electronic form or where the request is for information that is not public or is not confidential information, the request shall be directed to the Vice President of Human Resources who will advise the Union of the actual and necessary cost to be reimbursed to the District for preparing the requested information. Each party has thirty (30) working days to respond (excluding holidays) unless otherwise specified in Article 26.

3.5 Access to Unit Member Information

Upon written request and within thirty (30) working days (excluding holidays), the District shall provide a list of unit member's name, address, telephone number, and work location/s to the Union, except where a unit member specifies in writing that their telephone number and/or address be withheld. Upon request, the District shall provide the Faculty Federation President with a list of unit members paying membership dues for the period requested within thirty (30) working days (excluding holidays) of receipt of the request. The District shall provide the Union with a list of all newly employed and newly terminated faculty members once per semester.

3.6 Board Book and Supporting Documents

The District shall provide the published Board Book, which includes agendas, minutes, and non-confidential back-up materials, to the Union at the time the book is normally distributed to the Board. An authorized representative of the Union shall be allowed to speak on any item on the Board's public meeting agenda in accordance with existing Board rules and regulations.

3.7 Right to Confer

Designated representatives of the Board and the Union shall periodically meet on a mutually agreed-upon date, place and time for the purpose of reviewing the administration of this Agreement and attempting to resolve related problems.

3.8 Reassigned Time

The District shall provide the Union with a total of 35 lecture hour equivalents (LHEs) per academic year (July 1 – June 30) of non-cumulative reassigned time for purposes of conducting negotiations, processing grievances and other lawful union business. The Union shall submit in writing to the Vice President of Human Resources the proposed name(s) of the unit member(s) and the proposed amount(s) of reassigned time to be allocated during the academic year not later than eight (8) weeks prior to the start of the affected term.

3.8.1 The Union may purchase additional reassigned time up to 20 lecture hour equivalents (LHEs) per academic year at the Step 3 rate on the temporary part-time/substitute hourly instructor salary schedule, plus District payroll taxes.

3.8.2 The District shall provide the Union with a total of 25 additional lecture hour equivalents (LHEs) per academic year (July 1 – June 30) in 2015–2016, 2016-2017, and 2017-2018 of non-cumulative reassigned time for purposes of conducting negotiations, processing grievances and other lawful union business. The Union shall submit in writing to the Vice President of Human Resources the proposed name(s) of the unit member(s) and the proposed amount(s) of reassigned time to be allocated during the academic year not later than eight (8) weeks prior to the start of the affected term. After June 30, 2018, this Section shall expire unless the District and CCFF extend the term by mutual written agreement.

3.8.3 The Union, at the Union's expense, may provide their representatives compensation, at the faculty overload rate plus District payroll taxes, for Association business as determined by the Union leadership. The Union President shall provide a timesheet specifying the hours worked and duties performed by the last day of the term. Section 3.8.3 shall expire on June 30, 2018, unless the term is extended by mutual written agreement.

3.8.4 Reassigned time in excess of this amount shall be purchased in accordance with Education Code Section 87768.5.

3.9 Newly Hired Faculty

As part of the package of information to newly hired unit members, the District shall provide each newly hired unit member with a membership form, a copy of the Agreement as stated in Article 3.3, and membership information provided by the Union.

3.10 Representation on District Committees

The Union may appoint one (1) representative to each of the following College (non-faculty Senate) committees: Diversity and Equal Employment Opportunity Advisory Committee, Safety Committee, and Employee Development.

The Union may appoint one (1) representative to District shared governance committees that are within the scope of representation as defined in Government Code Section 3543.2.

The Union may appoint a total of three (3) representatives to the restructured Safety Committee, one of which may be the CCFF President. Two representatives must be CCFF unit members.

3.12 Parking

The District will provide up to one (1) annual parking permit for Federation use.

3.13 Right to Negotiate By Mutual Agreement

The Union will retain the right to negotiate other Contract items, or other employment matters, subject to written mutual agreement with the District.

3.14 Union Representatives

Unit members duly authorized as representatives of the Union shall be permitted to transact official lawful Federation business, including grievance representation, under Article 30 of this Agreement, on campus property and as necessary to the performance of Union responsibilities to members of the bargaining unit as authorized by law. However, this activity shall in no way interfere with the educational process, student services, or assigned duties of employees.

3.15 No Reprisals

No reprisals will be taken against any unit member who legally exercises rights guaranteed by this Agreement.

Similar no reprisal clause for management will be included in Article 2, District Rights.

ARTICLE 4: AGENCY FEE

4.1 Any unit member who is not a member of the Union by March 10, 2004, or within 30 days from the date of commencement of assigned duties within the bargaining unit, whichever is later, shall pay to the Union an agency fee in an amount equal to membership dues, initiation fees and general assessments. Unless the unit member has made other arrangements with the Union for direct payment or has submitted written authorization for payment through payroll deduction, the District shall utilize automatic payroll deduction in accordance with District procedures to the extent permitted by law. There shall be no charge to the Union for these deductions.

4.2 Religious Objections

4.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment. Such unit member shall pay, in lieu of a service fee, an amount equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:

- a. Cerritos College Foundation
- b. American Cancer Society
- c. United Way

4.2.2 To receive a religious exemption, the unit member must submit verifiable evidence of membership in an exempt religious body and a detailed written statement establishing the basis for the religious exemption. The Union's executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member may either arrange for monthly payroll deduction or make a lump sum payment directly to an appropriate charity.

4.2.3 Proof of annual direct payment shall be made to the Union by each June 30 as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom the payment has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items.

4.2.4 A unit member failing to provide proof of direct payment shall have the annual service fee withheld from his/her remaining paychecks and remitted to the Union, which shall forward the amount to one of the designated charitable organizations.

- 4.2.5 Any unit member making payments as set forth in this Section (4.2) who requests that the grievance or arbitration provisions of this Collective Bargaining Agreement be used in her/his behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.3 This Article shall not be subject to any grievance procedure by individual unit members.
- 4.4 The District shall promptly remit all sums deducted pursuant to this Article to the Union, accompanied by alphabetical lists of unit members for whom such deductions have been made, categorized by membership or non-membership in the Union.
- 4.5 The Union and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 4.6 The Union agrees to fully indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against the District or District Board of Trustees individually or collectively, its officers, employees, and agents, including reimbursement of all costs, expenses, fees and judgments providing an effective defense on behalf of the District against any and all lawsuits or other legal proceedings arising out of and/or in connection with this Article. The Union shall have the exclusive right to determine and direct such lawsuits or other legal proceedings.

ARTICLE 5: ACADEMIC FREEDOM

- 5.1 **Purpose:** Subject to paragraph 5.10 below, the District is committed to upholding and preserving principles of academic freedom. These principles reflect the college's fundamental mission, which is to improve student success and provide access to innovative learning opportunities that promote learning. The principles of academic freedom protect freedom of inquiry and research, freedom of teaching and instructional methodology, and freedom of expression and publication.
- 5.2 **Inquiry:** Faculty members may examine and support unpopular or controversial ideas or viewpoints that are relevant to the official course outline of record and student learning.
- 5.3 **Instructional Materials:** Faculty members may select or recommend for selection instructional materials and/or course materials presenting all points of view without regard to the gender, race, sexual orientation, gender identity, ethnicity, age, nationality, or the social, political, or religious views of the authors in accordance with curriculum and department standards.
- 5.4 **Teaching Methodology:** Faculty members may explore, select, and modify different teaching styles and methods of instruction and determine which methods are best for delivering instruction to students within the framework of the official course outline of record and relevant to student learning.
- 5.5 **Textbook Selection:** Faculty members shall maintain the authority to determine and select course textbooks based upon their professional judgment as consistent with the course outline of record, and **Board Policy 4030 Academic Freedom.**
- 5.6 **Grading:** Faculty members shall maintain the authority to determine grades based upon professional judgment to the extent mandated by law. Faculty members have a responsibility to base grades solely on considerations that are intellectually relevant to the subject matter as articulated in the official course outline of record, and to describe the basis for grading in the class syllabus.
- 5.7 **Scholarly Work:** Faculty members shall have the freedom to publish, present, or participate in professional scholarship related to their profession to the extent permitted by law, provided their professional scholarship does not interfere with their regular duties.
- 5.8 **Extramural Comments:** Faculty members who speak or write as private citizens during their non-work time shall have speech rights as permitted by law. As scholars and educators, faculty members shall consider that the public may judge their profession and the institution by their actions and shall indicate they are not speaking for the institution.

- 5.9 In exercising the rights specified in 5.1 through 5.8 above, Cerritos College faculty have a responsibility to engage in teaching and learning that honors and respects the rights of others to hold divergent viewpoints; avoid any exploitation, harassment or discriminatory treatment of students; or engage in unprotected speech that leads to or may reasonably lead to physical injury to individuals, instructional facilities or the substantial disruption of college classes or activities.
- 5.10 Nothing in this Article prevents the District from taking disciplinary action against a faculty member for unlawful conduct or for other reasons provided in the Education Code.

ARTICLE 6: FULL-TIME FACULTY SENIORITY

- 6.1 Every full-time probationary and tenured faculty unit member shall be deemed to have been employed on the date upon which that faculty unit member first rendered paid service in a probationary or contract position.
- 6.2 All full-time faculty unit members who first render service on the same date shall participate in a single drawing to determine the order of employment.
- 6.3 The determination of a full-time faculty unit member's order of employment pursuant to this section shall be made within 30 days of the date on which the faculty unit member first rendered service.
- 6.4 The Vice President of Academic Affairs or his/her designee shall establish procedures to develop, maintain and publish the seniority list for full-time faculty unit members and provide a copy to CCFE annually.

ARTICLE 7: ACADEMIC CALENDAR

- 7.1 The District shall convene its previously recommended Academic Calendar Committee (Committee), comprised of no more than five District representatives and five Federation representatives. The Committee shall be responsible for establishing Fall, Spring, and Summer Academic terms, including spring break and finals weeks. Because the 2015-2016 and 2016-2017 Academic calendar years have already been negotiated and agreed upon by the Federation and the District, this Committee shall have the right to review and modify, if mutually agreed to by the District and the Federation, the existing calendar for the 2015-2016 and 2016-2017 Academic years. Except for the initial meeting of the Committee, which will convene in Spring 2015, this Committee shall start the process no later than September 10 and complete deliberations no later than October 1 of each Academic year. This deadline can be extended by mutual agreement by the Federation President or designee and the Vice President of Human Resources/Assistant Superintendent or designee.
- 7.2 The work of the Committee shall be contingent on the final approval of the Federation President or designee and the Vice President of Human Resources/Assistant Superintendent or designee. In the event that the Committee does not reach agreement by October 10 or any later extended deadline as may be agreed upon in section 7.1, or if final approval is not agreed upon by the Federation President or designee and the Vice President of Human Resources/Assistant Superintendent or designee, the calendar shall be referred to the parties' negotiating teams for negotiations consistent with the EERA.
- 7.3 The Academic Calendar shall be developed a minimum of three Academic years in advance, but the Committee, and the parties' negotiating teams, when necessary, shall meet each Academic year to ensure a continuous three year Academic Calendar. If the Committee is unable to reach an agreement, the guidelines set forth in section 7.2 above shall apply. The Academic Calendar will consist of 175 days of Instruction, which includes flex.

ARTICLE 8: SALARY

- 8.1 A Memorandum of Understanding between the Cerritos Community College District and the Cerritos College Faculty Federation (AFT Local 6215) on Faculty Salary for Fiscal Years 2015-2016, 2016-2017, 2017-2018, was signed by both parties on August 15, 2016.

Full-Time Faculty 2015-2016

The Full-Time Faculty Salary Schedule shall be increased by 5.0% effective retroactively to July 1, 2015. **See Appendix A**

Full-Time Faculty 2016-2017

The Full-Time Faculty Salary Schedule shall be increased by 2.5% effective retroactively to July 1, 2016. **See Appendix A**

Full-Time Faculty 2017-2018

The Full-Time Faculty Salary Schedule shall be increased by 2.5% effective July 1, 2017. **See Appendix A**

Part-Time Faculty 2015-2016

The Part-Time Faculty Salary Schedule shall be restructured and increased by 5.5% effective retroactively to July 1, 2015. **See Appendix B**

Part-Time Faculty 2016-2017

The Part-Time Faculty Salary Schedule shall be increased by 2.5% effective retroactively to July 1, 2016. **See Appendix B**

Part-Time Faculty 2017-2018

The Part-Time Faculty Salary Schedule shall be increased by 2.5% effective July 1, 2017. **See Appendix B**

- 8.2 Column and or step advancements on the salary schedule shall be granted July 1, of each year of employment. Step advancements (including longevity increments) shall be granted automatically by the District based upon paid service requirements. **See Appendix C**

ARTICLE 9: COMPENSATION AND WORKLOAD FOR EXTENSIVE LABORATORIES

- 9.1 The District and the CCFF agree to adopt the recommended procedures and guidelines presented in negotiations on December 11, 2014 by the Lecture/Laboratory Compensation Taskforce.
- a. An extensive laboratory is a course in which laboratory components require extensive preparation work before, after, and during the lab, and are equivalent to workload efforts in a lecture course.
 - b. Laboratory classes are established as “extensive” through the application and approval processes outlined in Appendix 1.
 - c. An extensive laboratory hour is calculated at 100% of a lecture hour.
- 9.2 The District and CCFF agree to form a new joint District/Senate committee, the Extensive Laboratory Committee (ELC), by April 28, 2015, to implement the recommended procedures and guidelines discussed above.
- a. The purpose of the ELC is to:
 - i. uphold the criteria and guidelines to identify extensive laboratory courses that qualify under this MOU;
 - ii. solicit applications from departments for extensive laboratories;
 - iii. review and evaluate applications;
 - iv. approve applications that qualify for extensive laboratory compensation based on consensus. In the absence of every effort to reach consensus, a majority vote that includes at least one manager will prevail.
 - b. The ELC shall consist of the following members:
 - i. Ten faculty members total consisting of one faculty member from each instructional division, appointed by the Senate:
 1. Business
 2. Liberal Arts
 3. Humanities and Social Sciences
 4. Health, Physical Education, Athletics, Dance
 5. Health Occupations
 6. Technology
 7. Fine Arts/Communications
 8. Counseling/Career Services
 9. Library
 10. Science, Engineering and Math

- ii. Four members from management appointed by the Vice President of Academic Affairs/Assistant Superintendent;
 - iii. Initial committee members shall be appointed for a two-year term.
 - c. Before the end of Spring semester 2015, the Extensive Laboratory Committee chair or designee will inform the campus community of its scope and function relating to extensive laboratories and issue an invitation to departments with laboratory assignments to prepare applications and supporting documents that seek to apply for extensive laboratory status.
 - d. Those departments that wish to have the Extensive Laboratory Committee consider designating one or more of their laboratory courses as extensive laboratories will have until September 1, 2015, to submit applications and supporting documents.
 - e. The Extensive Laboratory Committee will meet and establish deadlines for the review and approval process. These shall include the initial deliberations, deadlines for revisions, re-submissions and final approvals.
 - f. Implementation of approved extensive laboratory classes shall occur no later than one year from the semester in which it was approved starting academic year 2016-2017.
- 9.3 The District and CCFF agree that the steps listed above from 9.2 c. to 9.2 f., will be followed annually hereafter.

Extensive Laboratory Procedures

An extensive laboratory is a course in which laboratory components require extensive preparation work before, after, and during the lab, and are equivalent to workload efforts in a lecture course. Typically, the teaching of concepts is a primary function of such classes.

Laboratory classes are established as “extensive” through the application process outlined below.

An extensive laboratory hour is calculated at 100% of a lecture hour.

1. Procedure for Initial Classification as “Extensive Laboratories”
 - a. Department provides Division Dean with a proposal packet that includes:
 - i. Application
 - ii. Course Outline of Record
 - iii. Representative Syllabi
 - iv. Workbooks or photocopies of relevant parts of workbooks, or worksheets, if applicable
 - v. Brief statements describing features of the lab that qualify it as ‘extensive’ but may not be apparent from other materials, if applicable
 - vi. Charts or graphs, if applicable
 - vii. Other materials that may help establish the laboratory as “extensive”
 - b. Division Dean forwards proposal packet to Academic Affairs. Academic Affairs provides the material to the Extensive Laboratory Committee (ELC), which will be a District/Senate committee.
 - c. The ELC schedules a meeting with the department chair or designee and instructional dean. At that meeting, the department chair or designee, dean, and ELC review and discuss the proposal and proposal materials
 - d. ELC grants or denies the proposal
 - e. If the proposal is rejected, ELC provides the rationale. ELC may provide recommendations to revise the proposal if the subcommittee believes the laboratory may qualify as an extensive laboratory if certain changes are made to the course
 - f. If Extensive Lab status is granted, Academic Affairs In consultation with the department shall establish the date Extensive Lab status becomes effective no later than the beginning of the following academic year. For example, if extensive lab status is granted in Fall 2015, it will be effective Fall 2016. If extensive lab status is granted in Spring 2015, it will be

effective Fall 2016.

- g. The ELC provides the department chair with written notification of the application outcome
2. The classification as an extensive laboratory shall be renewed or rescinded during each peer-review stage of Program Review.
- a. Items listed under 1.a above should be provided as part of the Program Review materials. The Program Review narrative should describe any changes to instructional methodology employed in the laboratory, if any, as they apply to the criteria for establish an extensive laboratory. If no changes have occurred, the Program Review report should assert that.

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Extensive Laboratory Application

Faculty Checklist

This table links supporting documentation with the various criteria used to establish a lab as “extensive”

Pre-laboratory Activity	Suggested Supporting Materials
1. Curriculum development for each lab.	COR, SLOs
2. Published schedule of individual laboratory activities.	COR, Syllabi, Workbooks
3. Published laboratory activity objectives.	COR, Syllabi, Workbooks
4. Published methods of evaluation.	COR, Syllabi
5. The laboratory requires extensive student preparation from text and lecture material prior to and after each laboratory session.	COR, Syllabi, texts, handouts, worksheets
6. Supervision of equipment maintenance, or laboratory setup, or acquisition of lab materials and supplies, or fieldtrip logistics, or preparation to ensure a safe environment conducive to learning.	Chart and/or brief statement
During laboratory activity	
1. Instructor is actively engaged in lab when students are performing lab activities.	COR, Syllabi
2. Instructor is responsible for active facilitation of laboratory learning.	COR, Syllabi, Workbooks
3. Instructor is responsible for active delivery of curriculum.	COR, Syllabi, Workbooks
4. Instructor is responsible for significant evaluation of student work.	COR, Syllabi, Workbooks, Grade sheets, final grade formula
Post-laboratory activity	
1. Instructor is responsible for personal evaluation of significant student outcomes (lab exercises, exams, practicals, notebooks, portfolios, etc.) that become a component of the student grade that cover the majority of lab exercises performed during the course.	COR, Syllabi, Workbooks, Grade sheets, final grade formula

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Extensive Laboratory Committee Checklist

Course Prefix, Number, and Name _

Reviewer _____ Date _____

EXTENSIVE LABORATORY CRITERIA

	Yes/No
Pre-laboratory Activity	
1. Curriculum development for each lab.	
2. Published schedule of individual laboratory activities.	
3. Published laboratory activity objectives.	
4. Published methods of evaluation.	
5. The laboratory requires extensive student preparation from text and lecture material prior to and after each laboratory session.	
6. Supervision of equipment maintenance, or laboratory setup, or acquisition of lab materials and supplies, or fieldtrip logistics, or preparation to ensure a safe environment conducive to learning.	
During laboratory activity	
1. Instructor is actively engaged in lab when students are performing lab activities.	
2. Instructor is responsible for active facilitation of laboratory learning.	
3. Instructor is responsible for active delivery of curriculum.	
4. Instructor is responsible for significant evaluation of student work.	
Post-laboratory activity	
1. Instructor is responsible for personal evaluation of significant student outcomes (lab exercises, exams, practicals, notebooks, portfolios, etc.) that become a component of the student grade that cover the majority of lab exercises performed during the course.	

Revised March 26, 2015.

ARTICLE 10: HEALTH AND WELFARE BENEFITS

- 10.1 Effective January 1, 2016, through December 31, 2018, the District shall provide the full cost of the CalPERS medical insurance premiums for full time faculty members.

The District will pay the CalPERS administrative fee.

- 10.2 The District will continue to offer eleven CalPERS medical insurance plans: eight HMO and three PPO, each with three tiers (employee only, employee plus one, and family), contingent on CalPERS plan offerings and Affordable Care Act Regulations.
- 10.3 The District will provide information and educational materials to unit members that describe and compare the benefit plans and differences between the CalPERS Care plan (highest cost plan) and other available plans.
- 10.4 Effective January 1, 2016, through December 31, 2018, the District will continue to pay 100% of the full annual premium cost for the employee, employee plus one, or family coverage for dental and vision insurance.
- 10.5 Effective January 1, 2016, through December 31, 2018, the District will continue to pay 100% of the full annual premium cost for a \$50,000 life insurance plan for full-time faculty members.
- 10.6 For the calendar years 2016, 2017, and 2018, the District will provide up to \$4,000 annually in lieu of medical insurance for those unit members who are eligible for medical insurance and who provide evidence of major medical insurance coverage through a spouse or State registered domestic partner. Unit members will be paid a pro-rata portion of the \$4,000 annual cash-in-lieu amount for any portion of the year that the employee did not receive District provided medical insurance. Cash-in-lieu recipients must notify the District immediately if they lose their medical insurance.

These full-time faculty members shall then be enrolled in a District provided medical insurance plan of their choice and subject to any restrictions imposed by the medical plan carriers and subject to the District maximum contribution and premium-sharing.

- 10.7 Unless the District and CCFF reach mutual agreement on the District's annual maximum contributions for the District medical insurance by September 30, 2018, the District's maximum contribution paid towards the medical insurance premium for full-time faculty members shall not exceed \$23,500 for the 2019 year and thereafter. The unit member shall be responsible for any costs in excess of the District maximum contribution and shall be paid through payroll deduction.

Retiree Health Benefits:

For full-time faculty members who retire from the District and have a CalSTRS or CalPERS retirement date on or after July 1, 2015, the District shall contribute \$200.00 per month for these retirees toward the CalPERS medical plan premium, provided the retiree qualifies for coverage under CalPERS and contingent on the employee receiving retirement benefits from CalSTRS or CalPERS. This amount includes the applicable CalPERS minimum base premium for medical insurance. This benefit is effective the next monthly premium following ratification by CCFF unit members.

For full-time faculty members who retired from the District and have a CalSTRS or CalPERS retirement date on or before June 30, 2015, the District shall contribute \$149.00 per month for these retirees toward the CalPERS medical plan premium, provided the retiree qualified for coverage under CalPERS and contingent on the retiree receiving retirement benefits from CalSTRS or CalPERS. This amount includes the applicable CalPERS minimum base premium for medical insurance.

Retirement Benefits:

Employees retiring shall be eligible for the following for the duration of this Agreement:

- a. Cerritos College email account at no charge.
- b. Receive an Emeriti library card which will entitle the bearer to check out physical materials for the same length of time as current full-time faculty members.

ARTICLE 11: DEPARTMENT CHAIR SELECTION/RESPONSIBILITY/COMPENSATION

11.1 Department Chairs

- 11.11.1 Duties and Responsibilities: The department chair shall provide leadership to the department and shall assist the dean or responsible administrator.

Chair reassigned time and stipends indicated in section 11.11.2 are granted so that the department chair will be able to fulfill the chair's leadership responsibilities and perform the college's operational duties. The responsibilities and duties include:

- (a) Scheduling
 - (i) Provide primary input into classroom and non-classroom scheduling and assignments in response to District guidelines and parameters.
 - (ii) Review and make corrections to preliminary drafts of the class schedule and catalog.
- (b) Staffing
 - (i) Identify faculty staffing needs to Dean and assist with recruitment.
 - (ii) Participate in interviews and recommend faculty for hire.
 - (iii) Orient new faculty to the department and program.
 - (iv) Coordinate discipline equivalencies.
- (c) Planning
 - (i) Assist the Dean in completing the program review and other planning activities as needed.
 - (ii) Make recommendations for full-time faculty additions.
 - (iii) Make recommendations for program expansion and modification.
 - (iv) Coordinate the review, modification, additions, and deletions to department curriculum.

- (v) Coordinate departmental assessment of outcomes related to college accreditation.
- (d) Budget
 - (i) Provide input to Dean for annual budget and other expenditure requests to relevant college funds.
 - (ii) Work with Deans and division faculty and staff to efficiently utilize authorized departmental funds and monitor departmental expenditures throughout the fiscal year.
- (e) Divisional Relations
 - (i) Attend standing Department Chair meetings and meet with Dean and Vice President as needed.
 - (ii) Act as liaison between Faculty and Administration.
 - (iii) Where appropriate, represent the department to the community.
 - (iv) Where appropriate, assist and collaborate to maintain external program accreditation or approval.

11.11.2 Compensation: The below table is used to configure department chair remuneration based on FTEF. Should a department chair position become vacant for any reason during a semester or session, the remuneration shall be prorated.

- (a) Baseline FTEF Compensation: Each department chair shall be given a baseline compensation per the following table:

Chair Baseline FTEF Compensation

Full-time equivalent faculty in the department as of the beginning of the prior spring semester	Reassigned time for department chairs per semesters	*Summer Stipend to be paid at the end of summer
Less than 1 FTEF	10%	\$500
1 and up to 10	20%	\$1,000
More than 10 and up to 15	30%	\$1,500
More than 15 and up to 35	40%	\$1,875
More than 35	70%	\$2,250

Exceptions to the maximum 40% overload shall be granted to Department Chairs only in rare instances at the discretion of the President/Superintendent or Vice President of Academic Affairs. If approval is granted, Department Chairs shall be paid on an hourly basis.

11.11.3 Eligibility, Single and Multi-Discipline Elections, Resignation and Removal.

- (a) Eligibility: Department Chairs shall be elected from the tenured full-time faculty of the department for a term of three (3) years commencing on the first day of July following the election.

Except as provided in the next paragraph, to qualify as a candidate for department chair a faculty member must be full-time and must be assigned 50% or greater within the department at the time the office is assumed. If a faculty member is not assigned to that department at the time of the election but will be assigned to that department on the date the term begins, he/she is eligible to be a candidate for the receiving department but is ineligible to be a candidate for the sending department. Faculty planning sabbatical or leave of absence during the proposed term are ineligible.

- (b) Single Discipline Election: The method of voting shall be determined by a majority vote of the members of the department.
- (i) If no voting method can be determined, voting shall be by written, secret ballot (written proxy votes are accepted). All ballots shall list the names of the candidates in lottery order, and shall provide a space for a "write-in" candidate. If requested by a faculty member of the department, tabulation shall be presided over by an officer of CCFF and the area dean.
- (ii) Former members of a department currently serving in an administrative position are not eligible to vote in these elections, nor may they become candidates unless they relinquish their administrative positions, return to faculty status, and resume membership in the department. An individual on a leave of absence or sabbatical may be a candidate for department chair, but only if he/she is scheduled to return from the leave in time to assume the duties at the beginning of the term.
- (iii) All full-time faculty members assigned to a department shall have the right to vote. The presiding department chair or program director is considered a voting member.

- (iv) To be elected, a candidate must receive a majority (more than 50%) of the votes cast.
 - (v) If no candidate receives more than 50% of the vote, a runoff election will be held between the two candidates that received the most votes. In the event that the two final candidates tie, and the tie cannot be broken, selection shall be determined by lot at the election.
 - (vi) Departments may limit the consecutive number of terms a chair can serve as determined by a majority of the voting members in the department.
 - (vii) If the department is unable or refuses to elect a chair, the area dean shall appoint a chair to serve for the normal three-year term or the balance of the existing term, whichever concludes first. Such an appointed department chair shall be reassigned by the dean based on the compensation structure outlined in section 11.11.2.
- (c) Multiple Discipline Election: Disciplines with one or few full-time Faculty have special protections so all disciplines in a department have any equal voice, as well as the opportunity to serve the department and college.
- (i) The department chair term shall be three (3) years. Each multiple discipline department will create an alphabetical discipline rotation list. Every three (3) years the discipline at the top of the list will rotate to the bottom.
 - (ii) At the start of each election cycle only faculty from the discipline at the top of the rotation list are eligible to run for department chair. Members of the department may elect a chair from the slate of candidates from the discipline at the top of the rotation list. The method of voting shall be determined by a vote by the majority of the department.
 - (iii) In cases where the discipline has only one full-time faculty member that faculty member will automatically become the department chair, unless he or she does not wish to serve. When no member of the discipline wishes to serve as chair, the area dean will assign the responsibility to another related discipline.

- (iv) In the event there is no interest from any discipline in the department, resulting in no chair being elected, the department will be given 10 days to elect a chair. Failure of the department to elect a chair allows the dean to move the department under the administration of another department with a department chair. Appropriate pay will be granted to the administering department chair after the departments have been merged for 10 or more days.

This situation will continue until members of the original department elect a chair of their own.

- (v) If the department chair position is vacated prior to the end of the term, an election for an interim department chair shall be held within 30 days of the vacancy, provided the announcement occurs during the 175-day academic calendar, otherwise the election will be held within 30 days of when the term commences. The election will follow the steps outlined in this section. The interim department chair shall serve the remainder of the term of office of the department chair replaced and proportionally compensated.
- (vi) A full-time unit member may only vote in the department where the majority of his/her regular contract load resides. When a full-time assignment is 50/50, the unit member will select the department in which to vote. Full-time unit members teaching on an hourly or overload basis in another department will not be eligible to vote in that department.

(d) Resignation and Removal

- (i) Resignation: In the event that a department chair does not complete his/her term of office, a new chair shall be selected, in accordance with this section, to serve for the remainder of the unexpired term. In instances when the unexpired term is one half (1/2) or more of a full term, it shall be counted as a first term for the new chair.

The department chair may resign at any time. His/her written resignation shall be submitted to the area dean fifteen (15) working days prior to the effective date of resignation.

- (ii) Recall: A department chair may be removed from his or her assignment as chair through recall election.

The reasons for recall must be stated in writing by a full-time faculty member in the department and submitted to the area dean's office. The department chair shall have a chance at a department meeting to answer to the reasons for recall before voting takes place. The area dean's office shall conduct the vote within 4 weeks of the recall petition filing. The chair can be recalled if 2/3 of the members casting ballots vote in favor of the recall. Recall may be instituted no sooner than one semester after the chair takes office.

ARTICLE 12: PROGRAM DIRECTORS

12.1 Program Directors

Departments containing disciplines that require regulatory compliance or separate, mandated state, federal, or national accreditation shall establish a program director for each discipline requiring accreditation (e.g. Nursing, Dental Assisting, Dental Hygiene). The department chair and appropriate administrator will assign faculty members to these positions. The program directors will be evaluated by the appropriate administrator annually.

- 12.1.1 Duties and Responsibilities: Program directors coordinate, maintain, develop, support, and report on these programs to meet the requirements of internal and external accreditors and regulatory agencies. Each program director shall remain fully accountable for the quality, completeness, and timeliness of his or her performance.

These duties include:

- (a) Procures and Manages Program Funding
 - (i) External Funding: Procures and manages external funding sources.
 - (ii) Categorical Funding: Meets categorical funding requirements such as writing Perkins reports, attending top code meetings, and regulatory body program reviews.
- (b) Oversees and Executes State/Federal/Accreditation Mandates
 - (i) Reports: Write annual/Biannual reports in compliance with external accreditation requirements.
 - (ii) Advisory Boards: Convene, host, participate in and often chairs regular advisory board meetings.
 - (iii) Externships and Placements: Manage the externship and placement process such as locating, visiting, and evaluating clinical sites, obtaining contracts, networking with possible externship sites.
 - (iv) Legislative Changes: Respond to industry legislative changes such as modifying and creating curriculum, adjusting admissions standards, exit exams.

- (v) Mandatory Conference Attendance: Regularly attends conferences to meet accreditation and regulatory requirements.
- (c) Manages Student Relations and Recruitment
- (i) Program Outreach: Create flyers, web pages, brochures, newsletters and participate in high school and/or college career information days.
 - (ii) Program Admissions: Manages admissions standards per industry and legislative standards, reads and evaluates program applications.
 - (iii) Student Relations: Conduct orientation, monitor and track student performance after graduation, counsel applicants, arrange for credit by exam, conduct exit interviews, meet with students seeking readmission.
- (d) Facilitates Work of the Program
- (i) Articulation Agreements: Create and manage ongoing articulation agreements.
 - (ii) Handbooks: Maintain faculty and student handbooks and articulation of course catalogue as required by regulatory body.
 - (iii) Equipment: Order and oversee the ongoing maintenance of program equipment.
 - (iv) Community Relations: Coordinate recruitment of advisory board members, participate in monthly consortiums, participate in quarterly meetings of professional associations, serve on steering committees, attend education liaison meetings, coordinate student scholarship opportunities.
 - (v) Other Duties: As mandated by the program and regulatory agencies
- (e) Scheduling – As required by accreditation, Program Directors work with Department Chairs in Scheduling of faculty.

The program director may resign at any time. His/her written resignation shall be submitted to the area dean fifteen (15) working days prior to the effective date of resignation.

- 12.1.2 Compensation: A program director will be given 20% reassigned time per semester and are entitled to the same summer compensation using the formula described in the Chair baseline FTEF compensation table.
- 12.1.3 Supervision: The program director will report to the area dean or administrator responsible for the program and department. The program director and department chair shall share information and work together in reporting to the area dean or responsible administrator.
- 12.1.4 Faculty members who are assigned to direct or coordinate programs that involve direction of programs that require significant budgeting and reporting responsibilities outside of the academic year, may be assigned to either an eleven (11) or twelve (12) month school year through mutual agreement between CCFF and the District. Nursing program directors are exempt from this provision and are mandated by the Board of Registered Nursing regulations.

ARTICLE 13: TEMPORARY PART-TIME FACULTY REEMPLOYMENT/ASSIGNMENT

13.1 When the District determines that there is a need for additional services beyond that provided by full-time faculty, it is in the best interest of the District, and the intent of both the District and the Union, to employ qualified and competent temporary part-time faculty in order to meet the instructional and educational support needs of students.

13.2 Seniority and Reemployment

13.2.1 Each Fall and Spring semester temporary part-time faculty who are currently employed may file a schedule availability form to request an assignment for an upcoming semester, excluding summer sessions. Schedule availability forms will be available online and in each division office. The deadline date(s) that such forms must be received in the division office or online in order to be considered for an assignment in a particular upcoming semester shall be February 1st for the Fall semester and September 1st for the Spring semester.

13.2.2 Seniority Lists

- (a) Human Resources will initiate the first seniority list based on the first part-time employment in the department or similar unit. Department chairs will then maintain the list in the future.
- (b) Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition, a copy of the seniority lists shall be forward to Human Resources and CCFF by the date of the fall and spring census.
- (c) If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part-time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of five (5) consecutive semesters, the person's name will be removed from the seniority list. Bumping of a part-time faculty member by a full-time faculty member shall have no effect on seniority.

13.2.3 Assignment and Reemployment

- (a) Among the factors considered in determining retention and all assignments, including additional assignments that become available are relative experience, qualifications, program need and seniority in that order.

(i) Factors, in no priority order, to include when giving due consideration to relative experience and qualification include, but are not limited to.

- General teaching experience including other institutions, not just within the District;
- Related professional experience other than teaching;
- Skills and experience in specialized areas;
- Level of education and academic preparation; and
- Previous performance record (satisfactory or better);
- Adherence to District Policies and Procedures

Factors, in no priority order, to include when giving due consideration to program need, but are not limited to:

- Employee qualifications to carry out the assignment;
- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee ability to use and expose students to current information, technology and skills required in the assignment;
- Employee availability at the needed time;
- Maintenance of an inclusive academic staff

(b) It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.

(c) When feasible, each Division will provide part-time faculty with the same or similar faculty load as an assignment of at least the same or similar faculty load as in the previous semester if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters including summers with no negative evaluations.

(d) If a department does not provide an eligible faculty member under 10.2.2 (c) with the same or similar faculty load, the department chair will discuss the reasons with the part-time faculty member. If requested by the affected part-time faculty member, the Department Chair will provide written communication of such reduction including the specific reasons.

(e) If during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 13.2.3 (a) (i) have been met to the satisfaction of the appropriate administrator, then the remaining available assignments shall be offered to those part-time faculty members who are

most senior according to the seniority lists as described in 13.2.2 with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

- (f) A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three (3) weeks (fifteen (15) working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided the less senior part-time faculty member had already been given an assignment prior to the three-week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority.

13.3 The District reserves the right to leave some assignments unstaffed.

13.4 The provisions of the Article shall not limit or restrict the District's discretion or flexibility to schedule, employ personnel and make assignments after first considering Section 13.2 above, and/or delete course selections, and /or adjust assignments for instructional and/or other educational program support activities in accordance with District needs.

13.5 The provisions of this Article shall be implemented effective beginning with the Spring Semester 2017

CERRITOS COLLEGE
Part-time Faculty
SCHEDULE AVAILABILITY REQUEST FORM

Name:	Division:	Department:
Contact Information:	Telephone:	Email:

Semester: Fall Spring

- 1) Please fill in the appropriate days and times you will be available. This schedule availability request is due in the Division office as follows:

For Fall semester assignment **February 1st** of each year.
For Spring semester assignment **September 1st** of each year.

(List the times you are available below)

	Classes are offered from 6:30 am until 10:00 pm (per department schedule)
<i>Sample 1</i>	<i>8:00 am - 4:00 pm, 5:00 pm -7:00 pm</i>
<i>Sample 2</i>	<i>Available any time (mornings preferred)</i>

MON	
TUES	
WED	
THUR	
FRI	
SAT	

- 2) Please list in order of preference your top three choices for classes that you would like to teach.

#1	#2	#3

- 3) Check if you are interested in teaching classes within the department not listed as one of your preferences.

Individuals who submit a completed schedule availability form by the deadline date and who have satisfactory job performance will be placed in a pool to receive first consideration for re-employment and assignment based on criteria including, but not limited to, the following: availability; qualifications; job performance; compliance with District policies, rules, regulations, procedures, and directives; and District needs. (CCFF Short Form Agreement. *Article 12: Temporary Part-time Faculty Re-employment/Assignment*).

Print your name

Sign your name

Date

ARTICLE 14: OFFICE HOURS (REGULAR AND SUMMER)

- 14.1 Office Hours: Office hours are held for the purpose of assisting students. Each full-time classroom faculty member shall hold three (3) regularly scheduled office hours per assigned week during the fall and spring semesters. Faculty with reassigned time or partial teaching assignments shall adjust their office hours proportionate to their classroom teaching load (rounded to the nearest one half hour).
- (a) Distance Education: Faculty teaching distance education classes shall offer virtual office hours proportionate to their distance education load. The establishment of virtual office hours will be communicated to division offices via the office hours form and students via the course syllabus.
 - (b) Schedule and Location: Office hours may be scheduled at any time beginning ½ hour before or ½ hour after classes are scheduled on campus. Office hours for full-time teaching faculty may not be scheduled between 11:00 am – 12:30 pm on Tuesdays and Thursdays. Office hours may be held in locations that best meet student needs. Office hours scheduled in locations other than faculty offices should be clearly communicated to students. If a consistent alternative location is scheduled for an office hour, this location should be designated on syllabi and reported to division offices.
 - (c) Partial Contract: Faculty on partial contract shall maintain such office hours proportionate to their teaching load.
 - (d) Part-time Classroom Faculty: Part-time faculty members are encouraged to hold office hours during the fall and spring semesters. Part-time faculty teaching one (1) to six (6) units are encouraged to hold up to eight (8) hours per semester. Part-time faculty teaching more than six (6) units are encouraged to hold up to twelve (12) hours per semester. These office hours will be paid at \$50.00 per hour. Part-time faculty will inform their division dean, or appropriate administrator, prior to the first week of classes, the number of hours they wish to hold that semester.
 - (e) Summer Office Hours: All faculty teaching a class or a lab in summer are eligible to hold office hours and be compensated for them as outlined in section 14.2.

14.2 Summer Office Hours:

- (i) All full- or part-time faculty teaching a class or a lab are eligible to hold office hours. The District shall compensate all faculty who opt to hold office hours during the summer for one (1) office hour per unit. Those sections with labs in the natural or physical sciences will have office hours proportionally divided between lecture and lab. For example, a five (5) unit course with three (3) lecture hours and two (2) lab hours will be divided as follows: lecturer will receive three (3) office hours and the lab instructor will receive two (2) office hours.
- (ii) All full-time faculty will be paid at the faculty member's hourly overload rate and part-time faculty will be paid at the part-time faculty member's regular hourly rate for office hours held during the summer.

ARTICLE 15: LARGE CLASS PAY

- 15.1 A large class for the purpose of additional compensation under the terms of this Article is defined as having 55 or more students enrolled at census.
- 15.2 Eligible courses are those that meet general education, UC and CSU requirements, those that meet graduation requirements, major requirements, and vocational courses required for a certificate, degree, or transfer. (Ineligible courses are open skills labs, all matriculation activities, team sports and independent study.) Assignment to teach a large class is voluntary.
- 15.3 Additional compensation shall be provided as specified in the table below: The compensation is consideration for the extra time needed for required paperwork.

Effective August 15, 2016 compensation per section per semester for large classes:

- 55-69 students - \$450.00
- 70-94 students - \$500.00
- 95-125 students - \$550.00

Compensation amounts above shall be paid at the end of the semester in which large classes were taught.

ARTICLE 16: EVALUATION

16.1 General Provision

16.1.1 The purposes of the faculty evaluation process are to continually improve the quality of instruction and services offered to students of Cerritos College, to assist faculty in achieving their highest level of professional development, and to assess the quality and effectiveness of instruction and other professional activities. In order to fulfill these purposes, the evaluation process includes peer and management review, administrative evaluation and, when necessary, disciplinary action.

16.1.2 The peer and management evaluation forms shall be approved by the District and Union, in consultation with the Faculty Senate. These forms will be included in an Appendix of this Agreement at a later date.

16.1.3 The student evaluation form shall be approved by the District and Union, in consultation with the Faculty Senate. The student evaluation process shall include a student survey distributed to all assigned classes for the semester that the faculty member is evaluated. The District shall process the data on the student surveys and shall provide the evaluation team members, including the responsible administrator, and the evaluatee with the compiled data concerning the student surveys.

16.2 Components of Evaluation - Tenured, Probationary, and Temporary Full-Time Faculty

16.2.1 The evaluation process for tenured, probationary, and temporary full-time faculty includes peer and management review, student evaluations, self-evaluation, and a teaching portfolio.

16.2.2 For faculty with classroom assignment(s), the teaching portfolio will contain class syllabi; examples of handouts; examples of effective integration of instructional media in classroom instruction or work assignment, if any; professional growth activities, if any; examples or description of appropriate committee work, if any; and any materials that the evaluatee wishes the evaluation team to consider. For faculty with non-classroom assignment(s), the portfolio will include a description of duties performed; examples of work product related to duties performed; professional growth activities, if any; examples or description of appropriate committee work, if any; and any materials that the evaluatee wishes the evaluation team to consider. Faculty who have both classroom and non-classroom assignments will include in the portfolio materials as described above related to both classroom and non-classroom assignments.

16.2.3 The evaluatee and the evaluation team shall review the peer and management evaluation form, including the evaluation criteria, evaluation

process, and timelines for classroom/worksite observations.

- 16.2.4 Evaluation team members will conduct observations to obtain information relevant to the performance criteria to support the evaluation. Such information will be documented in the evaluation report. Each member of the evaluation team will make at least one classroom/worksite observation for tenured faculty and at least two observations for probationary faculty. Any member of the evaluation team reserves the right to conduct unannounced classroom/worksite observations at any time.
- 16.2.5 The evaluation team shall meet and discuss the evaluatee's strengths and weaknesses and any proposed recommendations for improvement or suggestions for professional growth. The evaluation team shall prepare an evaluation report on the appropriate evaluation forms, which shall be reviewed and discussed with the evaluatee.
- 16.2.6 The evaluatee will receive a copy of the completed evaluation forms within a reasonable period of time after completion. A copy of the completed evaluation report will be placed in the evaluatee's personnel file. The evaluatee will have the opportunity to respond in writing to the evaluation report. Such response must be submitted to the Human Resources office not later than ten (10) working days following the evaluatee's receipt of the evaluation report. This response will be attached to the evaluation report and placed in the evaluatee's personnel file.
- 16.2.7 To make clear that SLO work is a component of faculty duties and responsibilities, which are subject to evaluation.

Full-time faculty will participate in the development and assessment of student learning outcomes and adjunct faculty will participate in the assessment of student learning outcomes.

The parties agree that the results of student learning outcomes shall not be used in the evaluation of any faculty member nor in any manner that would undermine either local bargaining authority or academic freedom of individual faculty members.

The parties agree to include in the Faculty Evaluation Criteria Form under IV Acceptance of Responsibility: f) Follows up and meets responsibilities and duties outlined.

16.3 Tenured Faculty Evaluations

Tenured faculty shall be evaluated once every three academic years. The evaluation process shall include a peer review evaluation team and management review.

16.3.1 Composition of Peer Review Team

16.3.1.1 Two (2) Faculty Members:

- a. One (1) selected by evaluatee
- b. One (1) selected as follows: The evaluatee proposes one (1) faculty member and the responsible Dean or area administrator may either agree to this faculty member or the responsible Dean or area administrator may propose one (1) other faculty member for consideration by the evaluatee. If mutual agreement is not reached from these two proposed faculty members the responsible Dean or area administrator will present a list of three (3) other faculty members from which the evaluatee must select one (1) to serve as the other member of the Peer Review Team.

16.3.1.2 Where possible, faculty members shall not serve on consecutive triennial evaluation teams for the evaluatee.

16.3.1.3 Except as provided for below the faculty members on the Peer Review Team shall be from the evaluatee's discipline or from an interdisciplinary program in the faculty member's assignment. If no tenured faculty member is available within the department, the responsible Dean or area administrator will determine a closely related discipline from which the faculty member will be selected. Even if there are sufficient tenured faculty members available in the department, upon mutual agreement between the evaluatee and the responsible Dean or area administrator, one faculty member from outside of the evaluatee's discipline may serve on the evaluation team.

16.3.1.4 If the evaluatee serves in more than one discipline, an attempt shall be made to include a representative from each discipline on the Peer Review Team.

16.3.1.5 The team shall select one of its members to serve as chair and communicate this to the evaluatee at the first meeting with the evaluatee.

16.3.2 Management Review Process

16.3.2.1 Dean or area administrator:

- a. Oversees the peer review process.

- b. Apprises the Peer Review Team regarding the evaluation process, Peer Review Team performance expectations, the performance criteria on the evaluation form, and types of information relevant to the performance criteria that may be used to document and support the evaluation.
- 16.3.2.3 The Peer Review Team conducts the evaluation, prepares the evaluation report, and submits the evaluation report to the Dean or area administrator.
- 16.3.2.4 The Dean or area administrator either accepts the evaluation report or refers the report back to the Peer Review Team.
- 16.3.2.5 If the evaluation report is accepted by the Dean or area administrator the evaluation is then presented to the evaluatee by the Peer Review Team.
- 16.3.2.6 If the evaluation report is referred back to the Peer Review Team the Dean or area administrator will provide the Peer Review Team with the issues/concerns for the Team to address.
- 16.3.2.7 If the Dean or area administrator determines that the Peer Review Team has satisfactorily addressed the issues/concerns, the evaluation report is then presented to the evaluatee by the Peer Review Team.
- 16.3.2.8 If the Dean or area administrator determines that the Peer Review Team has failed to satisfactorily address the issues/concerns, the Dean or area administrator forwards the evaluation report to the appropriate Vice President for administrative review.
- 16.3.2.9 Upon receipt of the evaluation report the Vice President will provide the evaluatee written notification that the process has been extended for administrative review.
- 16.3.2.10 Upon completion of the administrative review process:
 - a. The evaluation report and the Vice President's determination will be presented to the evaluatee by the Peer Review Team, the responsible Dean or area administrator, and at the Vice President's discretion, the Vice President.
 - b. A copy of the evaluation report and the Vice President's determination shall be placed in the evaluatee's personnel file.

16.3.3 Evaluation Ratings.

16.3.3.1 Satisfactory evaluation. If the overall rating is “satisfactory,” no follow-up is necessary.

16.3.3.2 Needs Improvement Evaluation. If the overall rating is “needs improvement,” the Peer Review Team will forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and Peer Review Team finalize the remediation plan, the Peer Review Team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.

- a. The evaluatee will undergo a second evaluation during the Spring Semester.
- b. The evaluation will be conducted by the same evaluation team if possible.
- c. The evaluatee shall not be eligible for an overload assignment during the Spring Semester.
- d. If the evaluatee receives a second overall rating of “needs improvement,” both of the evaluation reports and remediation plans will be forwarded to the appropriate Vice President for administrative review. The evaluatee will not be eligible for a summer session assignment or an overload assignment in Fall Semester.
- e. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall “satisfactory” rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

16.3.3.3 Unsatisfactory Evaluation. If the overall rating is “unsatisfactory,” the Peer Review Team shall forward the evaluation report to the appropriate Vice President for administrative review.

- a. If the evaluatee receives an overall rating of “unsatisfactory,” the evaluatee shall not be eligible for overload, and/or summer session assignment(s).
- b. If the evaluatee successfully completes each requirement of the remediation plan and receives an overall “satisfactory” rating in the follow-up evaluation

he/she will be eligible for overload and/or summer session assignment(s).

- 16.3.3.4 If the Peer Review Team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

16.4 Probationary Faculty Evaluations

Probationary faculty shall be evaluated at least once each semester for the first two years of probation and at least once each year for the third and fourth years of probation. This evaluation process shall include peer and management review to be performed on a department, division or area basis.

16.4.1 Composition of Evaluation Team

16.4.1.1 The evaluation team shall consist of:

- a. One (1) tenured faculty member selected by the Department and one (1) tenured faculty member selected by the responsible Dean or area administrator; and the responsible Dean or area administrator.
- b. Where possible, the same evaluators shall serve on the Fall and Spring evaluation teams for the first and second years of probation.

16.4.1.2 Where possible, the faculty members of the First and Second Year evaluation teams shall not include faculty who served on the evaluatee's hiring committee.

16.4.1.3 The faculty members of the evaluation team shall be from the evaluatee's discipline. If no tenured faculty member is available within the department, both the Department and the responsible Dean or area administrator will each select a tenured faculty member from a closely related discipline, as determined by the responsible Dean or area administrator.

16.4.1.4 If a faculty member serves in more than one area, the evaluation team shall attempt to include a representative from each area who shall evaluate the faculty member in that service area.

16.4.1.5 The team shall select one of its members to serve as chair and communicate this to the evaluatee at the first meeting with the

evaluation team.

16.4.2 Evaluation Ratings - First and Second Year.

- 16.4.2.1 Satisfactory Evaluation. If the overall rating is “satisfactory” no follow-up is necessary.
- 16.4.2.2 Needs Improvement Evaluation. If the overall rating is “needs improvement,” the evaluation team shall forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.
- a. If the evaluatee receives a second overall rating of “needs improvement,” both of the evaluation reports and remediation plans will be forwarded to the appropriate Vice President for administrative review. The evaluatee will not be eligible for a summer session assignment, or overload assignment in the ensuing Fall Semester.
 - b. If the evaluatee receives an overall rating of “needs improvement” in the Fall Semester, he/she will not be eligible for an overload assignment in the Spring Semester. If the evaluatee receives an overall rating of “needs improvement” in the Spring semester, he/she will not be eligible for a summer session assignment, or an overload assignment in the Fall semester.
 - c. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall “satisfactory” rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).
- 16.4.2.3 Unsatisfactory Evaluation. If the overall rating is “unsatisfactory,” the evaluation team shall forward the evaluation report to the appropriate Vice President for administrative review.
- a. If the evaluatee receives an overall rating of “unsatisfactory,” the evaluatee will not be eligible for, overload, and/or summer session assignment(s).

- b. If the evaluatee successfully completes each requirement of the remediation plan and, receives an overall “satisfactory” rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

16.4.2.4 If the evaluation team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

16.4.3 Evaluation Ratings - Third and Fourth Year

16.3.3.3 Satisfactory Evaluation. If the overall rating is “satisfactory” no follow-up is necessary.

16.3.3.4 Needs Improvement or Unsatisfactory Evaluation. If the overall rating is “needs improvement” or “unsatisfactory,” in the third year the evaluation team shall forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.

- a. If the evaluatee receives an overall rating of “needs improvement” or “unsatisfactory,” the evaluatee shall not be eligible for, overload, and/or summer session assignment(s).

- b. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall “satisfactory” rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

16.3.3.5 If the overall rating is “needs improvement” or “unsatisfactory” in the fourth year of probation, the evaluation team will forward the evaluation report to the appropriate Vice President for administrative review.

16.3.3.6 If the evaluation team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

16.4.4 Staff Development Obligations for Probationary Faculty

16.4.4.1 Probationary faculty members shall develop their staff development plans with their responsible Dean or area administrator.

16.4.4.2 All first and second year probationary faculty shall attend the staff development classes designed for probationary faculty.

16.5 Temporary Full-Time Faculty Evaluations

Temporary full-time faculty shall be evaluated at least once during their term of employment using the same forms and team composition as first year probationary faculty.

16.6 Part-time Faculty Evaluations

16.6.1 The peer and management evaluation forms shall be used to evaluate part-time faculty. The evaluation process will include peer and management review, and student evaluations. The evaluation process may also include self-evaluation and/or a portfolio, as determined by the evaluation team.

16.6.2 Part-time faculty shall be evaluated during their first term of employment in the regular academic year and at least once every three years thereafter. For part-time faculty teaching credit courses, counselors, and librarians the evaluation team shall consist of the Department Chair or designee and one other full-time faculty member from the same division or area (preferably from the same department). The responsible Dean or area administrator may serve on the evaluation team either at the request of the Department Chair or at the discretion of the responsible Dean or area administrator. For part-time faculty teaching non-credit courses the evaluator will be either a full-time faculty member from the non-credit area or an administrator responsible for the non-credit area.

16.6.3 The Dean, area administrator or designee will notify the evaluatee when he/she will be evaluated. The notice will include: the names of the evaluation team members, the components to be used in the evaluation process, and the timelines for the process.

16.6.4 Evaluation team members will conduct observations to obtain information relevant to the performance criteria to support the evaluation. Such information will be documented in the evaluation report. Each member of the evaluation team will make at least one classroom/worksite observation. Each member of the evaluation team reserves the right to conduct unannounced classroom/worksite observations at any time.

16.6.5 The evaluation team will meet and discuss the evaluatee's strengths and weaknesses and any proposed recommendations for improvement or suggestions for professional growth. The evaluation team will prepare an evaluation report on the appropriate evaluation forms. At least one member of the evaluation team will review the evaluation report with the evaluatee.

16.6.6 The evaluatee will receive a copy of the completed evaluation forms within a reasonable period of time after completion. A copy of the completed evaluation report will be placed in the evaluatee's personnel file. The evaluatee will have the opportunity to respond in writing to the evaluation report. Such response must be submitted to the Human Resources office not later than ten (10) working days following the evaluatee's receipt of the evaluation report. This response will be attached to the evaluation report and placed in the evaluatee's personnel file.

16.6.7 The Department Chair or designee, in conjunction with the responsible Dean or area administrator or their designee, may conduct "off schedule" evaluations of a part-time faculty employee as deemed appropriate.

16.7 Administrative Review

When an evaluation report(s) is forwarded to a Vice President for administrative review the Vice President shall review documents, conduct interviews which he/she considers appropriate and may make inquiries and/or observations that he/she considers appropriate. The Vice President shall render a decision and take the action that he/she considers appropriate at the end of the administrative review.

16.8 Administrative Evaluations

In addition to the above-described procedures, other evaluations may be initiated by the responsible Dean or area administrators at any time. These administrative evaluations may include, but are not limited to classroom/worksite observations, student evaluations, student interviews, and other evaluative techniques.

16.8.1 Composition of the Evaluation Team

The initiating Dean or area administrator and the appropriate Vice President will select an evaluation team to address the needs that gave rise to the administrative evaluation.

16.8.2 The results of the administrative evaluation team and their recommendations will be discussed with the evaluatee and provided to the appropriate Vice President. The Vice President will decide if any further action is required.

16.8.3 In the event a tenured faculty member receives a “needs improvement” or “unsatisfactory” administrative evaluation, the faculty member shall be provided with recommendations and reasonable assistance for improvement. If a faculty member receives either a “needs improvement” or “unsatisfactory” administrative evaluation, the evaluatee shall not be eligible for overload, and/or summer session assignment(s). If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall “satisfactory” rating in the follow-up evaluation he/she will be eligible for overload and/or summer session assignment(s).

16.9 Grievance Procedure

Grievances may be filed alleging violation(s) of specific procedures contained in this Article. However, the judgment, assessment and/or final determination of the evaluators shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 17: STUDENT EVALUATIONS OF FACULTY

- 17.1 All full time faculty and adjunct faculty teaching at Cerritos will be notified by the Office of Institutional Effectiveness, Research, and Planning at the beginning of the semester if they are to be evaluated by students enrolled in each of their courses.
- 17.2 All faculty, except probationary faculty teaching face-to-face classes, may opt for one of two delivery methods: online or paper evaluations.
- 17.3 Probationary faculty teaching face-to-face classes shall complete the process by utilizing paper evaluations.
- 17.4 All faculty must respond to their respective division office regarding which delivery method he/she prefers within 10 days from notification. Any faculty teaching in face-to-face classrooms who declines to state an evaluation preference, by default will be supplied with paper evaluations, while those teaching online and hybrid will be supplied with online evaluations.
- 17.5 All evaluation data will be compiled and aggregated for comprehensive reporting. General comments will not be included in the data report, but will be shared with the respective faculty member and may be requested by their division dean.
- 17.6 The Office of Institutional Effectiveness, Research, and Planning will send a notification to each faculty member stating when the student evaluations will be made available, based on the term and the session of the course being taught. This communication will include: (a) a deadline for method of delivery requests, and (b) a timeline for faculty to implement evaluations in their course(s).
- 17.7 Sample evaluations and common troubleshooting tips will be made available to assist faculty to answer questions from students.
- 17.8 Promotional processes will be put into place to assist evaluation return rates. Options discussed but still being considered include: banners on campus and the website, emails sent to students from the college, posters in classrooms, a note from instructors, reminders on Facebook, creating a Cerritos email account.
- 17.9 Evaluations must be administered and completed for each session before students receive their grades and results will be shared with faculty after the course or session ends and grades have been submitted.
- 17.10 Division deans and division office staff will compile delivery requests by the date required by the Office of Institutional Effectiveness, Research, and Planning.

ARTICLE 18: SICK LEAVE

18.1 Regular Sick Leave Accumulation

- 18.1.1 A full-time ten-month/175 day unit member is credited with ten (10) 8-hour days or 80 hours of sick leave for his/her regular 30-unit/ 100% load annually. A ten-month unit member receives an assignment sheet each semester which identifies the number of hours in the weekly assignment and the classes that comprise his/her regular load.
- 18.1.2 A full-time eleven-month/192 day unit member is credited with eleven (11) 8-hour days or 88 hours of sick leave for his/her regular load annually. An eleven-month counselor or librarian completes an annual calendar that designates assigned work days which he/she will work during the fiscal year [July 1 – June 30].
- 18.1.3 A full-time twelve-month/210 day unit member is credited with twelve (12) 8-hour days or 96 hours of sick leave for his/her regular load annually. A twelve-month counselor or librarian completes an annual calendar that designates assigned work days which he/she will work during the fiscal year [July 1 – June 30].
- 18.1.4 A part-time unit member earns one (1) hour of sick leave for every 20 hours worked. A part-time librarian or counselor earns one (1) hour of sick leave for every 22 hours worked.
- 18.1.5 Regular sick leave is credited at the beginning of the academic year for full-time ten-month unit members. Regular sick leave is credited at the beginning of the fiscal year for eleven and twelve month unit members.
- 18.1.6 Regular sick leave is credited for part-time unit members as the hours are earned.
- 18.1.7 Regular sick leave credit accumulates from one academic year to the next in the unit member's regular sick leave bank.
- 18.1.8 A unit member will not be compensated for any sick leave upon termination of his/her employment. A full-time unit member who terminates employment with accrued and unused regular sick leave hours may have those hours reported to the State Teachers Retirement System when the unit member retires.

18.2 Overload Sick Leave

- 18.2.1 A full-time unit member earns one (1) hour of overload sick leave for each 20 hours of overload that he/she works during the fall or spring semester. A full-time ten-month unit member's overload sick leave is

credited at the beginning of each semester based on his/her units of overload.

18.2.2 A full-time eleven or twelve month unit member earns one (1) hour of overload sick leave for each 22 hours of overload that he/she works. One (1) hour of sick leave is credited after each twenty-two hours of overload is worked.

18.2.3 A part-time unit member will not earn overload sick leave. If a part-time unit member works as a long-term substitute under an individual employment contract, any overtime sick leave that he/she accrues during such assignment may be used according to Section 18.4, if needed, by the unit member when he/she returns to his/her part-time assignment.

18.2.4 Overload sick leave credit accumulates from one academic year to the next in the unit member's overload sick leave bank.

18.2.5 A unit member will not be compensated for overload sick leave at the time of termination of his/her employment. Overload sick leave will not be reported to the State Teachers' Retirement System.

18.3 Summer Session Sick Leave

18.3.1 A full-time unit member shall be credited summer session sick leave on the basis of the regular session equivalent of one day for each three unit course taught. For assignments below or above three units, the sick leave credit will be computed proportionately.

18.3.2 A part-time unit member is credited with one hour of sick leave for every 20 hours worked according to his/her assignment sheet during the summer session.

18.3.3 Summer session sick leave accumulates from one summer session to the next in a summer session sick leave bank.

18.3.4 A unit member will not be compensated for summer sick leave at the time of termination of his/her employment. Summer session sick leave will not be reported to the State Teachers' Retirement System.

18.4 Use of Sick Leave

18.4.1 Sick leave hours will be deducted according to the ratio of the unit member's absence (hours absent) to the total hours of the weekly assignment, including office hours and reassigned time. The formula for calculating hours absent is:

$$\frac{\text{Hours Absent}}{\text{Total Hours of Weekly Assignment}} \times 40 = \text{Hours of Sick Leave}$$

- 18.4.2 Each unit member will submit a finals exam schedule to his/her Instructional Dean/Area Manager at least two weeks prior to the final exam period. This schedule will include all assignments including office hours and reassigned time. In the case of absence, sick leave hours will be deducted according to the ratio of the unit member's absence (hours absent) to the total hours scheduled on the final exams schedule. Each final exam will be considered as two hours unless specified otherwise. The formula for calculating hours absent is:

$$\frac{\text{Hours Absent}}{\text{Total Hours of Weekly Assignment}} \times 40 = \text{Hours of Sick Leave}$$

18.5 Transfer of Sick Leave Hours Between Sick Leave Banks

- 18.5.1 A full-time unit member must first charge his/her absence due to injury/illness to the sick leave bank in which he/she is working when the absence occurs.
- 18.5.2 If a unit member is working during the regular academic year during his/her assigned schedule and exhausts his/her regular sick leave bank, sick leave hours may be transferred from other sick leave banks in the following order: overload sick leave bank, summer session sick leave bank.
- 18.5.3 If a full-time unit member is working an overload assignment and exhausts his/her overload sick leave bank, sick leave hours may be transferred from other sick leave banks in the following order: summer session sick leave bank, regular sick leave bank.
- 18.5.4 If a unit member is working during a summer session and exhausts his/her summer session sick leave bank, sick leave hours may be transferred from other sick leave banks in the following order: overload sick leave bank, regular sick leave bank.
- 18.5.5 Sick leave will be transferred hour for hour from one bank to another.

18.6 Extended Sick Leave

When a full-time unit member is absent from his/her duties on account of illness/injury for a period of five (5) school months or less (including time in which he/she is using sick leave) and the unit member exhausts his/her sick leave banks, the amount deducted from the regular salary [exclusive of overload and summer session] due to the unit member for any month in which the absence occurs shall not exceed the sum that is actually paid to a temporary employee

employed to fill his/her position during his/her absence or, if no temporary employee was employed, the amount that would have been paid to the temporary employee had he/she been employed. The District will determine the assignment of the services of a temporary employee.

18.7 Accrual of Sick Leave

If a full-time unit member is working in a period in which he/she accrues sick leave, sick leave will accrue while the unit member is in paid status using his/her sick leave.

18.8 Transfer of Sick Leave to Another State Educational Institution

The District will transfer any accumulated sick leave balance to some state educational institutions pursuant to the terms of Education Code Sections 87782, 87783 and 87785.

18.9 Proof of Illness/Injury

The District may require a unit member to provide written proof of illness from a health care professional for any absence due to illness/injury. If the unit member is a member of a religious denomination which authorizes evidence of treatment and the need thereof by means of other than a health care professional, then such evidence shall be accepted in lieu of a health care professional's statement.

18.10 Release To Return To Work

The District may require a unit member who is absent for injury/illness to submit a release to return to work, with or without accommodation, from the health care professional who treated the unit member for the condition which caused the absence. The release to return to work must state the date on which the unit member may return to work and any restrictions/limitations that the unit member has as a result of the condition which gave rise to the absence. If the unit member has restrictions/limitations upon return to work, the District will meet with the unit member to determine if the District is able to accommodate his/her restrictions/limitations.

18.11 Leave of Absence

A full-time unit member who is on a board-approved sabbatical leave or unpaid leave of absence retains all leave balances during the leave of absence but does not accumulate sick leave during the leave of absence.

18.12 Reinstatement of Sick Leave

A full-time unit member who separates from service from the District and is

reinstated or rehired within 39 months of the last day in paid status, will have all sick leaves accumulated at the time of separation reinstated.

18.13 Fitness For Duty Examination

The District may require that a unit member who is absent for illness/injury submit to medical examination(s) by a physician selected by the District. The District may also require such examinations(s) if there is concern on the District's part about a unit member's ability to perform the required duties of his/her position due to injury/illness. Such examination(s) shall be at the District's expense.

ARTICLE 19: PERSONAL NECESSITY LEAVE

19.1 General Provisions

A leave of absence for personal necessity shall be granted to eligible faculty unit members.

19.1.1 A full-time ten-month unit member is eligible to use a maximum of six (6) days or forty-eight hours of his/her sick leave for a personal necessity leave of absence in any one academic year.

19.1.2 A full-time eleven or twelve month unit member is eligible to use a maximum of six (6) days or forty-eight hours of his/her sick leave for personal necessity leave of absence in any one fiscal year [July 1 – June 30].

19.1.3 A part-time instructional unit member is eligible to use up to 60% of his/her annually accrued sick leave for a personal necessity leave of absence in any one academic year.

19.1.4 A part-time counselor or librarian is eligible to use up to 60% of his/her annually accrued sick leave for a personal necessity leave of absence in any one fiscal year (July 1 – June 30).

19.1.5 Overload and summer session sick leave shall not be used for a personal necessity leave of absence.

19.2 Approval

Personal necessity leave of absence must be approved in advance by the faculty unit member's Instructional Dean/Area Manager.

19.3 Definition of Necessity

A necessity is a situation that the unit member cannot reasonably be expected to disregard or a situation that cannot be resolved outside of the unit member's assigned working hours. Included in this definition are:

19.3.1 Death of a unit member's immediate family. For the purposes of this Article, immediate family will be the same as listed in Article 25, Bereavement Leave

19.3.2 Illness of a unit member's immediate family.

19.3.3 Birth of a unit member's child.

- 19.3.4 An accident involving the unit member's person or property or the person or property of the unit member's immediate family.
- 19.3.5 Imminent danger to the home of the unit member.
- 19.3.6 An appearance by the unit member in court as a litigant other than a suit against the District. An appearance of the unit member as a witness called by a party adverse to the District, whether pursuant to a subpoena or not. The unit member will return to work in legal matters in which he/she is not required to be absent for the entire day.
- 19.3.7 Urgent personal business of the unit member.

19.4 Verification

Payment for a personal necessity leave of absence shall be made upon reasonable verification by the unit member that the absence was due to personal necessity as defined in this article and as requested by the District.

19.5 Legal Mandates

If the absence is due to subpoena or an official order, the unit member must provide verification from a certified clerk or authorized officer of a court or other governmental jurisdiction. Pursuant to the Education Code, such leave may be taken in minimum increments of one-half day.

19.6 Prohibitions for Use of Personal Necessity Leave

Personal necessity leave will not be approved for any of the following:

- 19.6.1 Political activities or demonstrations;
- 19.6.2 Vacation, recreation, or social activities;
- 19.6.3 Civic or other organization activities;
- 19.6.4 Any employee association activities;
- 19.6.5 Routine personal activities;
- 19.6.6 Occupational investigation.

ARTICLE 20: FAMILY ILLNESS LEAVE

20.1 Eligibility for Family Illness Leave

A faculty unit member shall be granted a necessary leave of absence with full pay for serious illness or injury in the employee's immediate family.

- 20.1.1 A full-time instructional faculty unit member will be granted not more than three (3) days or 24 hours of family illness/injury leave in an academic year.
- 20.1.2 A part-time instructional faculty unit member will be granted one (1) hour of family illness/injury leave for each 57 hours worked not to exceed 24 hours of family illness/injury leave in an academic year.
- 20.1.3 An eleven or twelve-month faculty unit member will be granted not more than three (3) days or 24 hours of family illness/injury leave in a fiscal year [July 1 – June 30].
- 20.1.4 A part-time librarian or counselor unit member will be granted one (1) hour of family illness/injury leave for each 57 hours worked not to exceed 24 hours of family illness/injury leave in a fiscal year [July 1 – June 30].

20.2 Accumulation

Family illness leave does not accumulate from one fiscal year [July 1 – June 30] to another.

20.3 Concurrent Leave Deductions

No deduction shall be made from any other approved leave for use of family illness leave.

20.4 Definition of Immediate Family

Immediate family for the purposes of this article shall be the same as Article 25, Bereavement.

ARTICLE 21: PREGNANCY DISABILITY LEAVE – PDL

- 21.1 The California Department of Fair Employment and Housing Act (FEHA) provides for a pregnancy disability leave (PDL) for each pregnancy of an eligible unit member (as defined in Section 21.2 below). FEHA also provides reasonable accommodation for pregnancy, childbirth or a related medical condition upon written verification of the need for accommodation from the unit member's treating physician. PDL will run concurrently with FMLA leave if the unit member is eligible for FMLA leave. PDL will not run concurrently with CFRA leave.
- 21.2 Full-time and part-time unit members may be eligible for PDL. A unit member is eligible for PDL if she has written verification from her treating health care provider that she is actually disabled and unable to perform one or more of the essential functions of her position due to pregnancy, childbirth or a related medical condition.
- 21.3 PDL is an unpaid leave that will run concurrently with the unit member's sick leave until the end of the PDL or until the unit member exhausts all of her sick leave. If the unit member exhausts all of her available sick leave and is still disabled due to a pregnancy related condition, she will request an unpaid leave of absence.
- 21.4 PDL is an unpaid leave and if it runs concurrently with FMLA leave, the unit member's health benefits will continue under the FMLA leave. However, continuation of health benefits is not required by FEHA for PDL.
- 21.5 PDL will continue for the period that the unit member is disabled but may not exceed four (4) months or 88 work days.
- 21.6 PDL may be taken for 88 consecutive work days or in one or more hour increments as needed for pregnancy related disabling conditions certified by the treating physician.
- 21.7 If it is foreseeable that the unit member will need to take PDL, she is required to give notice 30 days prior to taking the leave. However, if the disability is not foreseeable then the unit member will be granted the leave upon presentation of medical verification for the need for the leave.
- 21.8 PDL may be exhausted before an eligible unit member begins to use her CFRA child bonding leave. (See Article 26 FMLA – CFRA)
- 21.9 As provided by law, a unit member will be returned to the same or a comparable position which she left due to pregnancy. A unit member who takes a pregnancy disability leave shall have no greater right to reinstatement to the same or comparable position than if she had remained continuously employed. The District is not required to reemploy a part-time unit member in a subsequent semester solely because she left work due to pregnancy disability leave. The

part-time unit member on PDL will be considered for future assignments as if she had not left due to disability.

ARTICLE 22: LEAVE FOR BIRTH OR ADOPTION OF A CHILD

- 22.1 A unit member shall be allowed a one (1) day paid leave-of-absence from regularly assigned duty for the birth or adoption of a child of his or her wife, domestic partner (as defined by California Family Code, Section 297), daughter, son, or daughter-in-law. Such leave shall be allowed on the occasion of the birth or adoption or for necessary purposes directly related to the birth or adoption of the child. The leave shall be taken within one week of the birth or adoption.
- 22.2 A unit member must confirm and sign the Absence Certification form

ARTICLE 23: JURY DUTY

- 23.1 A faculty unit member shall be granted a leave of absence when called for jury service. The unit member shall receive full wages for days of jury service if both of the following conditions are met:
- 23.1.1 the time spent in jury service was during his/her normally scheduled work hours and
 - 23.1.2 the employee surrenders his/her payment for jury service, exclusive of meals and mileage, to the District.
- 23.2 The unit member shall notify his/her supervisor when he/she receives the jury summons so that arrangements may be made to cover the employee's assignment, if necessary.
- 23.3 The unit member shall provide to the District certification of jury service.

ARTICLE 24: INDUSTRIAL INJURY AND ILLNESS LEAVE

- 24.1 An industrial injury/illness is any injury/illness which arises out of or in the course and scope of the faculty unit member's work assignment for the District. The unit member who sustains an industrial injury or illness which causes him/her to be absent from his/her regular assignment, will report his/her injury/illness to his/her supervisor within 24 hours or as soon thereafter as possible and will complete a Workers' Compensation form.
- 24.2 The District has designated medical facilities to provide medical treatment for faculty unit members who are injured while performing their duties. The unit member may be treated, if he/she desires, by his/her personal physician if a designated physician form is on file with the District prior to the injury. Unless the unit member has the designated physician form on file, payment will not be made other than to the designated facilities.
- 24.3 The unit member shall be entitled to not less than 60 days of leave for an industrial injury/illness in any one fiscal year for the same injury/illness.
- 24.4 Allowable leave shall not be accumulated from fiscal year to fiscal year [July 1 – June 30]. When an industrial injury/illness leave overlaps into the next fiscal year, the unit member will be entitled to only the amount of unused leave due him/her for the same injury/illness.
- 24.5 Industrial injury/illness leave will be paid beginning the first day of absence due to the injury/illness.
- 24.6 When a unit member is absent from his/her work assignment for the District due to an industrial injury/illness, that unit member will be paid the portion of his/her wages due him/her for period in which the absence occurs. That unit member will be paid the wages which, when added to his/her Workers' Compensation benefits, will result in a payment of not more than his/her full wage. Full wages will include payment for any and all duty assignments during the course of the absence.
- 24.7 If a unit member is not able to return to work upon exhaustion of his/her industrial injury/illness leave, as certified by his/her treating physician, he/she may use sick leave and his/her absence will be deemed to begin on the first day after the termination of the industrial injury/illness leave. If the unit member continues to receive Workers' Compensation benefits, he/she may elect to receive only as much of his/her accumulated sick leave which, when added to his/her Workers' Compensation benefits, will result in a payment to him/her of not more than his/her full wages.
- 24.8 Available industrial injury/illness leave benefits, less retirement and other authorized deductions, will continue to be paid by the District during the 60 days of industrial injury/illness.

24.9 Any unit member receiving industrial injury/illness benefits shall, during periods of injury/illness, remain in the State of California, unless the Board of Trustees authorizes travel outside the State.

24.10 A unit member will be permitted to return to work after an industrial injury/illness when he/she presents a release to return to work from the physician who treated the unit member for his/her industrial injury/illness. The release to return to work must verify the unit member's ability to return to work on a specific date with or without limitations/restrictions. If the unit member is released to return to work with limitations/restrictions:

- a. the medical release must describe the unit member's limitations/restrictions with detail and,
- b. the medical release will be signed by the treating physician and will provide the District with an address and telephone number to reach the physician if there are any questions about the limitations/restrictions and,
- c. the District will conduct an interactive discussion with the unit member, using that medical release to determine if the District is able to accommodate the unit member's specific limitations/restrictions.

ARTICLE 25: BEREAVEMENT LEAVE

- 25.1 A unit member shall be granted a paid bereavement leave of five (5) work days for a death of a member of the unit member's immediate family.
- 25.1.1 Immediate family for the purposes of this section includes: father, mother, brother, sister, spouse, registered domestic partner (as defined in California Family Code Section 297), child (biological, adopted, foster), grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, legal ward living in the unit member's immediate household, or any relative living in the unit member's immediate household.
- 25.2 A unit member shall be granted a paid bereavement leave of three (3) work days for a death of the following family members: brother-in-law, sister-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, niece, nephew, foster parents in lieu of father or mother, or former legal guardian.
- 25.3 A unit member must confirm and sign the Absence Certification form. If necessary, the unit member's dean or area administrator may submit the form in the unit member's absence.
- 25.4 Exceptions to the Article may be granted upon review and approval of the President/Superintendent or designee.
- 25.5 A work day is defined as any day in which central administrative offices of the District are open for business.

ARTICLE 26: FMLA – CFRA

- 26.1 The Family and Medical Leave Act (FMLA) is a federal law that entitles an eligible (as defined in Section 26.4 below) faculty unit member with up to a total of 12 workweeks of unpaid leave for specific reasons during any 12-month period. FMLA leave runs concurrently with Pregnancy Disability Leave (PDL). [See Pregnancy Disability Leave] FMLA leave is an unpaid leave but may run concurrent with the unit member's sick leave, if any. The District may determine that a unit member's request for a leave of absence for illness qualifies as an FMLA and CFRA leave even if the unit member does not request an FMLA and CFRA leave.
- 26.2 The California Family Rights Act (CFRA) is a state law that entitles an eligible (as defined in Section 26.4 below) faculty unit member with up to a total of 12 workweeks of unpaid leave for specific reasons during any 12-month period. CFRA is an unpaid leave but make run concurrently with the qualified unit member's sick leave, if any. CFRA leave runs concurrently with FMLA leave except as described in Section 26.3.
- 26.3 CFRA leave runs concurrently with FMLA leave but does not run concurrently with Pregnancy Disability Leave (PDL). An eligible (as defined in Section 26.4 below) faculty unit member may, therefore, be eligible to take up to twelve weeks of unpaid leave after the Pregnancy Disability Leave (PDL) ends.
- 26.4 A faculty unit member is eligible for FMLA and CFRA leave if he/she meets the following conditions:
- 26.4.1 The unit member has worked for the District for at least twelve calendar months.
 - 26.4.2 The unit member has actually worked for the District for at least 1,250 hours during twelve months (excluding all paid and unpaid leave) prior to the time of the leave. Full-time faculty unit members are presumed to work 1,250 hours unless proven otherwise.
 - 26.4.3 The 12-month period for determining eligibility for use of FMLA and CFRA leave will commence on the first day that FMLA and/or CFRA leave is taken and count backward from that date.
- 26.5 An eligible faculty unit member may take FMLA and CFRA leave for one or more of the following reasons:
- 26.5.1 For the birth and care of the newborn child of the unit member within one year of the child's birth
 - 26.5.2 For the placement of a child with the unit member by adoption or foster care within one year of the child's placement

- 26.5.3 To care for an immediate family member with a serious health condition. For the purposes of this section, immediate family member is defined by law as a spouse, registered domestic partner (CFRA leave only), a child under the age of 18, a child regardless of age who is incapable of self-care because of mental or physical impairment as defined under the Americans with Disabilities Act, or a parent. In-laws are not considered parents under the FMLA.
 - 26.5.4 To take medical leave when the employee is unable to work because of a serious health condition.
 - 26.5.5 For necessary matters which arise out of a military family member's active duty or call to active duty. (See 26.14)
- 26.6 An eligible faculty member may take a maximum of four (4) months plus twelve (12) workweeks of FMLA, Pregnancy Disability, and CFRA leave. FMLA and CFRA leave taken for child-bonding must conclude within one year of the birth of the child or placement of a child with a unit member for adoption or foster care.
- 26.7 If both the parents of a new child are working for the District, each parent is entitled to 12 workweeks of leave for child care/child bonding within 12 months after the birth or placement of the child.
- 26.8 An eligible faculty unit member must do the following to request an FMLA and CFRA leave:
- 26.8.1 The unit member must request a leave of absence and provide 30 days notice, if possible.
 - 26.8.2 The unit member must provide the District with the reason for the leave.
 - 26.8.3 The unit member must provide medical certification of the need for the FMLA and CFRA leave within fifteen days of the request.
 - 26.8.4 The unit member may be required to provide periodic notices of intent to return to work.
 - 26.8.5 The unit member must agree to submit to a medical examination(s) before returning to work if the District requests it where the leave was for the unit member's own serious health condition.
- 26.9 An eligible faculty unit member may take FMLA and CFRA leave intermittently in increments of no less than one hour at a time during a one year period. Leave to care for a new child must be taken in two (2) week increments, except on two occasions.

- 26.10 An eligible faculty unit member must provide the District with a medical release to return to work with or without limitations/restrictions if the FMLA/CFRA leave was for the unit member's health condition. The medical release must be signed by the health care professional who treated the unit member for the health condition which gave rise to the leave. The medical release must describe the unit member's limitations/restrictions, if any, and the date on which the unit member is able to return to work. The District will meet with the unit member to review any limitations/ restrictions in order to determine if the District is able to accommodate the unit member.
- 26.11 The District will pay the cost of the eligible faculty unit member's health insurance during his/her FMLA and CFRA leave to the same extent as it does while the unit member is working.
- 26.12 An eligible faculty unit member will be returned to his/her original assignment or to a reasonably equivalent assignment upon return to work from an FMLA and CFRA leave; however, a faculty unit member taking FMLA and CFRA leave will have no greater right to reinstatement than if he/she had been working.
- 26.13 An eligible faculty unit member will be entitled to take an additional fourteen weeks of unpaid FMLA leave for a total of twenty-six weeks in a single 12-month period to care for a covered family member who is a military service member with a serious injury or illness incurred in the line of duty while on active duty. The unit member must provide appropriate documentation for this extension of FMLA leave. Covered family members are the employee's spouse, parent, child (including adult children), and next of kin (as defined by law). The 12-month period for this reason commences on the first day that the employee takes leave under this section.
- 26.14 An eligible faculty unit member will be entitled to 12 workweeks of exigency leave under the FMLA. The unit member must have a covered family member who is a military service member serving in the National Guard or Reserves and the exigency leave must arise out of that military family member's active duty or call to active duty. Covered family members are the unit member's spouse, parent, or child (including adult children). The District's Human Resources Department will provide additional information concerning exigency leave upon request.

ARTICLE 27: SABBATICAL LEAVES

27.1 Purpose of Leave

Sabbatical leave of absence is a privilege accorded to full-time faculty unit members for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other creative activity. The ultimate objectives of sabbatical leaves are the enhancement of service to the District and to increase its distinction. The sabbatical leave of absence is not an earned right, but it is a privilege which may be granted by the Board of Trustees. It is expected, therefore, that applications will be accompanied by a statement of a program which the applicant proposes to follow while on leave, that, on return to regular duty, the unit member will submit a typed report on the leave as a record of professional growth and for retention in the District files.

27.2 Service Eligibility

In order to be considered for sabbatical leave, a faculty unit member must have rendered service in a full-time contract or regular academic position at the District for at least six consecutive years immediately preceding the sabbatical leave. A leave of absence, except a sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration. However, any such absence will not be included as service except as stated in Education Code Section 87769.

27.3 Length of Sabbatical Leave and Percentage of Compensation

For purposes of calculating the length of sabbatical leaves:

27.3.1 Ten-month faculty unit members who have served six consecutive academic years will be eligible for:

- a one- semester leave at 100% of contract salary or
- a one academic year leave at 70% of contract salary

27.3.2 Ten-month faculty unit members who have served ten consecutive academic years will be eligible for a one-semester or one academic year leave at 100% of contract salary.

27.3.3 Eleven-month or twelve-month faculty unit members who have served six consecutive years will be eligible for:

- a five calendar month leave at 100% of contract salary or
- a ten calendar month leave at 70% of contract salary

27.3.4 Eleven-month or twelve-month faculty unit members who have served ten consecutive years will be eligible for a five calendar month leave

at 100% of contract salary or a ten calendar month leave at 100% of contract salary.

27.4 Compensation While On Sabbatical Leave

Compensation will be paid to a faculty unit member while the unit member is on sabbatical leave in the same manner as when the unit member is fulfilling regularly assigned duties. Sabbatical leave will be considered as regular service to the District for the purposes of advancement on the salary schedule.

27.5 Return to Service

A faculty unit member returning from a sabbatical leave will be reinstated in the position which he/she held prior to the leave unless he/she agrees to another assignment.

27.6 Required Service Returning from Sabbatical Leave

27.6.1 A unit member who is granted a one academic year or ten calendar months sabbatical leave is required to render two full academic years of service to the District after return from sabbatical leave.

27.6.2 A unit member who is granted a one semester or five calendar months sabbatical leave is required to render one full academic year of service to the District after return from sabbatical leave.

27.6.3 A unit member will furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render required service.

27.6.4 The bond will be exonerated if the unit member fails to render required service due to death or mental or physical disability which precludes the unit member from returning to work.

27.6.5 The Board of Trustees may find and by resolution declare that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the required service specified in the agreement following his/her return from leave. The Board of Trustees in its discretion may waive the furnishing of the bond and pay the unit member on sabbatical leave in the same manner as though a bond was furnished.

27.7 Interruption or Non-Completion of Sabbatical Leave Agreement

27.7.1 If a unit member suffers a serious illness or injury which interrupts the plan approved for his/her sabbatical leave, he/she must notify the President/Superintendent and submit satisfactory evidence of the

illness or injury. The notice must be made in writing within fifteen (15) days of the illness or accident and satisfactory evidence may be submitted within a reasonable period following the notification.

27.7.2 A unit member will not be prejudiced if he/she is ill or injured and cannot fulfill the terms of the Sabbatical Agreement. A unit member will be paid under the terms of the Sabbatical Agreement if it is interrupted under the terms of this section.

27.7.3 If a unit member is unable to complete his/her Sabbatical Leave Agreement for any reason other than illness or injury, he/she must notify the President/Superintendent in writing immediately. The President/Superintendent will determine the appropriate course of action at that time.

27.8 Assignment Concurrent with a Sabbatical Leave

A unit member who has been granted a sabbatical leave will not be permitted to serve in any assignment or overload assignment at Cerritos College while on leave. If the unit member's supervisor believes that it is necessary to have the unit member serve in an assignment or overload assignment, permission to make that assignment be granted by the Vice President of Academic Affairs prior to approval of the sabbatical leave by the Vice President of Academic Affairs.

27.9 Payment of State Teachers' Retirement System (STRS)

A unit member who is approved for and takes a one academic year or a ten calendar month sabbatical leave at 70% of contract salary may elect to pay STRS his/her regular contribution on the remaining 30% of his/her contract salary during his/her sabbatical leave. The District will pay the employer and state costs for the unit member who makes this choice. The unit member who chooses to make optional retirement payments is responsible for notifying the Payroll Department before he/she begins making his/her monthly installment payments or making a lump sum payment.

27.10 STRS Service Credit for Sabbatical Leave

Service credit for sabbatical leave can be arranged through the STRS, Records and Statistics Division, Verification Section, in accordance with the provisions of Education Code Section 22902. Inquiries regarding sabbatical leave service and payment thereof should be directed to that office.

27.11 Health and Welfare Benefits during Sabbatical Leave

The District will pay the District's portion of health and welfare benefits as if the unit member were employed in his/her regular assignment.

27.12 Maximum Number of Sabbatical Leaves Granted Annually

The maximum number of sabbatical leaves granted in any one fiscal year (July 1 - June 30) will not exceed five percent (5%) of the full-time unit members. The maximum number of one-year sabbatical leaves will be limited to three percent (3%) of the full-time unit members.

27.13 Sabbatical Leave Committee

27.13.1 The Sabbatical Leave Committee is a standing committee of the Faculty Senate composed of one elected representative for each division. Each division is responsible for electing its representative.

27.13.2 The members of the Sabbatical Leave Committee serve two year staggered terms.

27.13.3 The Sabbatical Leave Committee serves in an advisory capacity to the Faculty Senate. The Sabbatical Leave Committee provides support to and makes recommendations to: (1) unit members applying for a sabbatical leave for the following year and (2) unit members returning from sabbatical leaves who are required to submit sabbatical leave reports.

27.14 Application for Sabbatical Leave

27.14.1 First Call for Letters of Intent

27.14.1.1 An announcement letter will be sent to all full-time unit members by the Sabbatical Leave Committee no later than the end of the Spring semester prior to the application year. The following information will be provided in the announcement:

- Policies governing sabbatical leaves
- Eligibility requirements
- Deadlines and steps in the application process
- The maximum number of potential sabbatical leaves that may be granted
- A copy of a Letter of Intent Form

27.14.1.2 A unit member must file a Letter of Intent Form for a sabbatical leave by completing the designated Form and turning in the completed Form to the Office of the Vice President of Academic Affairs no later than the deadline established by the Sabbatical

Leave Committee.

27.14.1.3 The Sabbatical Leave Committee will conduct a Sabbatical Leave Orientation for unit members who have filed a timely Letter of Intent Form no later than the Spring semester prior to the application year. The information presented will include:

- An explanation of the Sabbatical Leave policies and procedures
- An explanation of the advisory role of the Sabbatical Leave Committee
- Criteria used in evaluating applications for Sabbatical Leave
- An application form for a Sabbatical Leave
- The contractual commitment to prepare a Sabbatical Leave Report upon return to duty

27.14.2 Second Call for Letters of Intent

27.14.2.1 If the number of approved applications is less than the number allowed by Section 27.12, a notification to all full-time unit members will be made by the Sabbatical Leave Committee which will extend the deadline for submission of applications for two weeks.

27.14.2.2 Further applications from full-time unit members will be accepted until the extended deadline. Unit members will submit the approved form to the Office of the Vice President of Academic Affairs by the revised deadline.

27.14.3 Application for Sabbatical Leave

27.14.3.1 A unit member must submit a Sabbatical Leave Application Form in order to be considered for a sabbatical leave in the following academic or fiscal year. The application will include the unit member's plan for his/her sabbatical leave. Application forms must be submitted to the Office of the Vice President of Academic Affairs no later than on the deadline established by the Sabbatical Leave Committee.

27.14.3.2 A unit member will submit a copy of his/her application to his/her department chair and Instructional Dean/Area Manager as notice of the applicant's intended sabbatical leave.

27.14.3.3 Copies of Applications for Sabbatical Leave will be forwarded by the Office of the Vice President of Academic Affairs no later than the deadline established by the Sabbatical Leave Committee.

27.15 Review of Sabbatical Leave Applications

27.15.1 The Sabbatical Leave Committee will review all applications for sabbatical leave during the Fall semester.

27.15.2 The Sabbatical Leave Committee will use the following criteria in reviewing applications for Sabbatical Leave.

27.15.2.1 Clarity in presentation and format

27.15.2.2 Adherence to the application guidelines

27.15.2.3 Value of service to the District

27.15.2.4 Appropriate length and quality

27.15.2.5 Appropriate formal study at an accredited institution of higher education must include eighteen units of upper division or graduate level course work for a one academic year or ten month sabbatical leave and nine units for a one semester or five calendar month sabbatical leave.

27.15.2.6 Self-study or travel must include some form of scholarly approach with attention to purpose, detail, and scheduled activities.

27.15.2.7 Research should have a clear description of the research design and proposed methods for investigation. Consultation with the Office of Research and Planning in questionnaire construction is highly recommended.

27.15.3 As the Sabbatical Leave Committee reviews each application, the Committee will send status reports to applicants indicating:

27.15.3.1 Approval

27.15.3.2 Approval pending requested revision and/or additional information

27.15.3.3 Request for personal interview with the Committee regarding clarification on the application

27.15.3.4 Unacceptable because application does not adhere to the criteria in 27.15.2 and will state the specific criteria.

- 27.15.4 All revised applications must be re-submitted to the office of the Vice President of Academic Affairs within two weeks of the date of the status report from the Sabbatical Leave Committee.
- 27.15.5 The Sabbatical Leave Committee will review all revised applications. If any application is unacceptable, the applicant will be provided one week to make revisions and submit the application for a third time. If the third revision is not acceptable, the Committee will make that recommendation to the Faculty Senate.

27.16 Approval of Sabbatical Leave

- 27.16.1 The Sabbatical Leave Committee will forward all applications to the Faculty Senate with the Committee's recommendations for approval or denial by the end of the Fall semester.
- 27.16.2 The Faculty Senate will review the recommendations for approval and denial. The Faculty Senate will forward the applications which it recommends for approval to the Vice President of Academic Affairs immediately.
- 27.16.3 If the number of approved applications is more than the number allowed by Section 27.12, a list of unit members will be established each year to be alternate(s) in the event of a change of plans by the approved applicants.
- 27.16.4 The Vice President of Academic Affairs will review the applications forwarded by the Faculty Senate. The Vice President will forward the applications which he/she recommends for approval the President/ Superintendent immediately.
- 27.16.5 The President/Superintendent will review the applications forwarded by the Vice President of Academic Affairs. The President/ Superintendent will place the applications which he/she approves on the agenda for the next regular meeting of the Board of Trustees.
- 27.16.6 The Board of Trustees will review the applications at a regularly scheduled meeting and make final approvals of applications for Sabbatical Leaves.
- 27.16.7 The Human Resources Department will prepare Sabbatical Leave Agreements for the sabbatical leaves approved by the Board of Trustees. The Sabbatical Leave Agreements will be signed by the unit member and the President/Superintendent or his/her designee. The unit member will receive an original copy of the Agreement and a copy of the approved Sabbatical Leave Application. An original copy of the Agreement and the Sabbatical Leave Application will be placed in the unit member permanent personnel file.

27.17 Procedures for Changes in Sabbatical Leave Plans

- 27.17.1 A unit member who is interested in making a change to his/her approved application for sabbatical leave prior to beginning the sabbatical leave or during the sabbatical leave should make a request for change in advance in writing to the Vice President of Academic Affairs and to the Sabbatical Leave Committee.
- 27.17.2 A written request for change of an approved application for sabbatical leave must state the change requested and include an amended plan.
- 27.17.3 The Vice President of Academic Affairs will consult with the Sabbatical Leave Committee regarding any requests for changes to approved sabbatical leave plans. The Vice President will forward the request for change of the approved sabbatical leave plan with his/her recommendation to the President/Superintendent. Unit members will be notified in writing of the approval or denial of the request for change.

27.18 Sabbatical Leave Report

- 27.18.1 A unit member who is approved for a sabbatical leave and takes his/her sabbatical leave will file a typed report verifying how the Sabbatical Leave Agreement was met.
- 27.18.2 The Sabbatical Leave Committee will conduct a workshop for unit members returning from sabbatical leaves during the spring and/or fall semester. The unit member will be provided with the following information:
- Suggested outlines for a sabbatical leave report.
 - The advisory function of the Sabbatical Leave Committee.
 - The criteria used in determining an acceptable report.
 - The nature of the contractual obligation to prepare a sabbatical leave report
- 27.18.3 Each unit member who returns from a sabbatical leave will submit nine copies of his/her Sabbatical Leave Report to the Office of Academic Affairs before final examinations begin in the first semester in which the unit member returns to duty.
- 27.18.4 If a unit member fails to submit his/her Sabbatical Leave Report timely, the Vice President of Academic Affairs will notify the President/Superintendent who will determine further disposition of the matter.
- 27.18.5 If a unit member is unable to submit his/her Sabbatical Leave Report by the deadline, he/she may seek an extension by making a written request to the Vice President of Academic Affairs. The Vice President

of Academic Affairs will review the request and forward the request to the President/Superintendent with the Vice President's recommendation for approval or denial. The President/ Superintendent will notify the unit member of the approval or denial of the request for extension. The President/Superintendent will determine the further disposition of the matter.

- 27.18.6 The Office of Academic Affairs will distribute the sabbatical leave reports to the Sabbatical Leave Committee member for review. Distribution will take place no later than the first week of the second semester following the unit member's return to duty.
- 27.18.7 The Sabbatical Leave Committee will begin review of sabbatical leave reports no later than the deadline established by the Sabbatical Leave Committee.
- 27.18.8 The Sabbatical Leave Committee will use the following criteria to determine whether a sabbatical leave report is acceptable:
 - 27.18.8.1 The report followed the recommended outline for an acceptable sabbatical leave report.
 - 27.18.8.2 The report has clarity in presentation and format.
 - 27.18.8.3 The report verifies fulfillment of the sabbatical leave agreement.
 - 27.18.8.4 The essence of the report is enhancement of service to the District. How this was/will be accomplished must be clearly stated and verified.
 - 27.18.8.5 If the agreement specified a course of study, the report must include an official transcript of eighteen units of course work completed for a one academic year or ten calendar month sabbatical leave and nine units of course work completed for a one semester or five calendar month sabbatical leave.
 - 27.18.8.6 A self-study or travel report, in particular, must include some specific form of scholarly approach with attention to details, purpose and conclusion.
- 27.18.9 The Sabbatical Leave Committee will provide the unit member who has submitted a sabbatical leave report a request for revisions if any are required.
- 27.18.10 The unit member will have two weeks to complete the revisions requested by the Sabbatical Leave Committee. The revised report must

be re-submitted to the Committee members within two weeks of the date of the request from the Sabbatical Leave Committee.

- 27.18.11 If the Sabbatical Leave Committee finds a sabbatical leave report unacceptable, the chair of the Committee will notify the Vice President of Academic Affairs of that finding.
- 27.18.12 The Sabbatical Leave Committee will forward approved sabbatical leave reports to the Faculty Senate for review.
- 27.18.13 The Faculty Senate will forward the sabbatical leave reports it has approved to the Vice President of Academic Affairs for review.
- 27.18.14 The Vice President of Academic Affairs will forward the sabbatical leave reports he/she has approved to the President/Superintendent for review.
- 27.18.15 The President/Superintendent will place the sabbatical leave reports which he/she has approved on the agenda for the next regular meeting of the Board of Trustees. The Board of Trustees will review the sabbatical leave reports at a regular meeting of Board and move final approval.
- 27.18.16 A copy of each Board-approved sabbatical leave report will be preserved electronically by the Academic Affairs Office and a certification of successful completion of the report will be forwarded to Human Resources. The Human Resources Department will place the certification in the unit member's personnel file. An electronic copy of the sabbatical leave report and a copy of the original report will be forwarded to the Library to be maintained as a permanent reference file.

ARTICLE 28: UNPAID LEAVE OF ABSENCE

- 28.1 The President/Superintendent or the appropriate Vice President and a faculty unit member's immediate supervisor may approve an unpaid leave of absence for a faculty unit member for personal reasons for a period of no more than five (5) days.
- 28.2 A full-time faculty unit member may request an unpaid leave of absence for a period of more than five (5) days but less than one (1) calendar year.
- 28.2.1 In order to request an unpaid leave, the unit member must submit the appropriate request form. The request form must be signed by the unit member's immediate supervisor and appropriate Vice President or the President/Superintendent. Each will recommend that the leave be granted or denied on the form. The request form will then be placed on the Board agenda for consideration of approval by the Board of Trustees.
- 28.2.2 A unit member may also submit a request for second one year unpaid leave of absence for unusual situations. The request form must be signed as detailed in 28.2.1. The request form will then be signed and placed on the Board agenda for consideration of approval by the Board of Trustees.
- 28.3 A full-time faculty unit member requesting an unpaid leave of absence for personal reasons must provide the reason for the leave to the District.
- 28.4 A full-time faculty unit member who is granted an unpaid leave of absence for one calendar month or less shall have his/her health and welfare benefits paid for by the District. A full-time unit member who is granted an unpaid leave of absence for more than one calendar month shall have his/her health and welfare premiums paid by the District until the end of the calendar month in which the employee last worked in paid status.
- 28.5 A full-time faculty unit member who is granted an unpaid leave of absence for more than one calendar month may choose to be covered by his/her group health and welfare benefit plans. In that case, the unit member must pay the premiums monthly during the academic year until he/she returns to work in paid status.
- 28.6 A full-time faculty unit member who returns to work in paid status after an unpaid leave of absence qualifies for reinstatement to District-paid health and welfare benefit programs.
- 28.7 The District shall not pay a faculty unit member's District-paid health and welfare benefits during an unpaid leave of absence for medical reasons. The District will require the unit member to provide proof of injury/illness for an unpaid leave of absence.

ARTICLE 29: REDUCED WORKLOAD PRIOR TO RETIREMENT

- 29.1 A reduced workload from full-time to part-time (not less than half-time) with prorated pay and maintenance of full retirement benefits, may be granted by the Board of Trustees to those academic employees who qualify under the terms set forth in this article, section 29.3. The District may establish regulations that allow a unit member who is a member of the Defined Benefit Program to reduce his/her workload from full-time to part-time employment and receive the service credit the member would have received if the member had been employed on a full-time basis and have his/her retirement allowance based, in part, on final compensation determined from the compensation earnable that the member would have been entitled to if the member had been employed on a full-time basis.
- 29.2 The full-time unit member must apply for reduced workload prior to retirement. The approved unit member and the District will reach an agreement as to the terms of the reduced workload assignment and that agreement will be set forth in writing. The written agreement will include the following:
- 29.2.1 The option of part-time/reduced workload employment will be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District.
- 29.2.2 The unit member will have a reduced workload for a period of time up to and including 5 years. The agreement to reduce a unit member's workload will be in effect at the beginning of an academic year. A unit member who retires or otherwise separates from service prior to the end of an academic year will have his/her service credit adjusted for that year pursuant to the terms of the Education Code.
- 29.2.3 The unit member requesting the reduced workload prior to retirement will be assigned a minimum of half (50%) of his/her regular 15 unit load. A unit member requesting the reduced workload of 50% prior to retirement may have the reduced assignment scheduled in either one semester or in the two semesters upon mutual agreement of the unit member and the District or may have a 50% workload in each semester. If reduced workload exceeds a 50% assignment, the load will be divided over two semesters. Each request will be considered individually and will take into account how the reduced workload will affect the unit member's assignment and how the reduced assignment will meet the needs of the District.
- 29.2.4 The unit member will be paid a salary which is the pro-rata share of the salary that the unit member would be earning had he/she not elected to exercise the option of part-time employment. All hours of required service to the District under this agreement will be prorated according to the agreement. The unit member will retain all other

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

- 29.2.5 The unit member and the District will agree to contribute to the State Teachers' Retirement Fund (STRS) the amount that would be contributed if the unit member were employed on a full-time basis. The unit member will make arrangements with the Payroll Department for payroll deductions or a lump sum payment in the amount necessary to pay the unit member's 100% retirement contributions.
 - 29.2.6 The period of the agreement may be from one (1) to five (5) years except as stated in Section 29.3.4.
 - 29.2.7 The length of the original agreement for reduced workload or the percentage of assigned load may be changed within the limits of the Education Code only by mutual agreement between the unit member and the District.
 - 29.2.8 When the unit member works less than a 100% assignment, the amount of accumulated sick leave varies in direct proportion to the percent of full-time employment.
 - 29.2.9 A unit member on reduced workload prior to retirement, who must use sick leave, will reduce earned sick leave on the same basis as employment.
 - 29.2.10 A unit member must retire upon or before the termination of the agreement.
 - 29.2.11 A unit member on a reduced workload agreement will not be employed in any overload or substitute hourly assignments during the regular school year.
- 29.3 In order to qualify for a reduced workload prior to retirement, a full-time faculty unit member must meet all of the following requirements:
- 29.3.1 The unit member will have reached the age of 55 prior to the year when the reduction in workload occurs.
 - 29.3.2 The unit member will have been employed full-time in an academic position [including counselor and librarian] for at least ten (10) years of which the five (5) years immediately preceding the reduction in workload were full-time employment at Cerritos Community College District.
 - 29.3.3 During the five (5) year period immediately preceding the request for a reduction in workload, the unit member will have been employed full-time in an academic position for at least five (5) years without a break

in service. Sabbatical leaves and other approved leaves of absence will not constitute a break in service. However, time spent on sabbatical or other approved leave of absence will not be used in computing the five (5) year full-time service requirement or the ten (10) year service requirement.

- 29.3.4 The maximum age for participation in the program is age 70. The unit member cannot participate in the plan for more than five (5) years, or beyond the academic year in which the unit member's 70th birthday occurs, whichever comes first.
- 29.4 The full-time unit member must apply for a reduced workload prior to retirement and that application must be approved by the District before participation is granted. The following provisions govern the process for application and approval.
- 29.4.1 A qualified unit member must apply for a reduced workload prior to retirement on or before February 1st of the academic year that precedes the first year in which the reduced workload will become effective.
 - 29.4.2 The application must be approved by the unit member's immediate manager, the appropriate Vice President, and the President/Superintendent before it can be recommended to the Board of Trustees. Action by the Board of Trustees shall constitute final approval/disapproval by the District.
 - 29.4.3 The approval/denial of a unit member's request for reduced workload prior to retirement will be based on the effect it will have on the educational program of the instructional department/division and District instructional program. In making a determination of recommending/not recommending the reduced workload request, District administrators will consider whether an adequate replacement can be found and the number of bargaining unit members within the instructional area who may be on leave.

ARTICLE 30: GRIEVANCE PROCEDURES

30.1 Definition

- 30.1.1 A “grievance” is a formal written allegation by a grievant that he/she/it has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement or, for the duration of this Agreement, Faculty Handbook provisions that are within the scope of representation as defined in Government Code Section: 3543.2. The grievance procedure contained in the Faculty Handbook shall become null and void.
- 30.1.2 A “grievant” is a member of the bargaining unit or the Union itself, alleging to have been adversely affected by a violation, misapplication, or misinterpretation of specific provisions of this Agreement.
- 30.1.3 A “day” is any day in which central administrative offices of the District are open for business.
- 30.1.4 The “immediate supervisor” is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.

30.2 General Provisions

- 30.2.1 Upon mutual written agreement of the District and Union, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance.
- 30.2.2 Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor unless doing so would pose a real and apparent hazard to the grievant or other unit members or constitute a criminal act. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.
- 30.2.3 Grievance meetings shall be scheduled at times mutually acceptable to the grievant and District and, whenever possible, during normal working hours at times that do not interfere with classroom instruction.
- 30.2.4 All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.
- 30.2.5 A grievant may elect to be represented by the Union at each level of the grievance process or present a grievance and represent him or

herself and have such grievance resolved up to but not including Level V without the intervention of the Union as long as the resolution is not inconsistent with the terms of this Agreement. The District shall not implement a resolution of a grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response within ten (10) days of receipt of the grievance and the proposed resolution. The grievant shall be present at each step of the grievance procedure, unless otherwise agreed to in writing between the District and Union.

- 30.2.6 When a grievance has been filed by a unit member, the grievant may terminate the grievance procedure at any time by giving written notice to the District.

30.3 Timelines

The grievant and District shall comply with the timelines established in this article, unless extended by mutual written agreement. Failure of the grievant (or the Union pursuant to Level IV) to meet the time limits shall be deemed a withdrawal of the grievance. The grievant may automatically appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits. The time limits provided in each step shall begin the day following the expiration of the previous time limit or the day following receipt of the written decision by the District.

30.4 Informal Conference

Prior to filing a grievance at Level I, the grievant shall attempt to resolve the concern with his/her immediate supervisor. Upon mutual agreement, the grievant and his/her immediate supervisor may seek the assistance of the Dean of Academic Affairs or designee to facilitate discussions during the informal conference.

30.5 Formal Level

30.5.1 Level I: Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to the alleged grievance, or within twenty (20) days after the date upon which the grievant should reasonably have been aware of the act or omission giving rise to such grievance, the grievant must present his/her grievance in writing to the immediate supervisor. This statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance; citation of the specific article(s) and section(s) of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. A copy of the grievance and supporting documents shall be sent to the Vice President of

Human Resources. The immediate supervisor shall respond to the grievant in writing within ten (10) days after receipt of the written grievance.

30.5.2 Level II: Appropriate Vice President or Designee

If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days of the receipt of the decision from Level I, appeal the decision on the grievance form to the appropriate Vice President or designee. This statement of the Level II grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources. Both parties shall meet to discuss the merits of the grievance at the earliest convenient time. The Vice President or designee shall return the form with the decision to the grievant in writing within ten (10) days after meeting with the grievant.

30.5.3 Level III: President or Designee

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision from Level II, appeal the decision on the grievance form to the President or designee. This statement of the Level III grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources. Both parties shall meet to discuss the merits of the grievance at the earliest convenient time. The President or designee shall return the form with his/her decision to the grievant in writing within ten (10) days after meeting with the grievant.

30.5.4 Level IV: Mediation

If the grievance is not resolved at Level III, the Union, may file a written request to the President or designee for mediation. This request must be filed within fifteen (15) working days from receipt of the decision at Level III.

30.5.4.1 The Union and the District may jointly request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance. The parties may jointly agree to hire a mediator not from the California Mediation and Conciliation Service.

30.5.4.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant and the District. This

agreement shall be precedent setting upon agreement of the parties and shall constitute a settlement of the grievance.

- 30.5.4.3 In the event that the grievant, the Union, and the President or designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the last meeting held by the conciliator/mediator, the Union may terminate Level IV and the grievance may proceed to Level V by notifying the District, in writing, within five (5) days from the last mediation session.

30.5.5 Level V: Arbitration

If the grievant, with the consent of the Union, is not satisfied with the decision at Level III, or the result at Level IV, the Union may, within fifteen (15) days of the receipt of the decision, submit a request in writing to the Vice President of Human Resources for arbitration. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in higher education institutions. Each party shall alternatively strike a name until only one name remains. The remaining member shall be the arbitrator. The order of striking shall be determined by lot.

- 30.5.5.1 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If there is dispute by either party as to arbitrability issues of the grievance then the selected arbitrator shall rule on the arbitrability issues at a separate hearing, prior to a hearing on the merits. Upon mutual written agreement, the parties may submit an arbitration brief in lieu of making a personal appearance on the arbitrability issue. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.
- 30.5.5.2 The District and Union agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
- 30.5.5.3 A hearing shall take place at which both parties shall have an opportunity to present their case orally, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in

writing to both parties his/her findings and decision, which shall be advisory only, except as provided in Section 30.5.5.4 below. The Board of Trustees may accept the arbitrator's decision, or may modify in part or reject the decision completely. The Board of Trustees' decision shall be final and binding on all parties.

30.5.5.4 The decision of the arbitrator shall be advisory to the Board of Trustees except for the following articles in which case the decision shall be final and binding and not subject to Board review:

- a. Union rights under Article 3
- b. Evaluation procedures - limited to tenured faculty evaluation procedures only under Article 16
- c. Grievance procedures under Article 30

30.6 The fees and expenses of the arbitrator shall be shared equally by the District and Union. A court reporter will be retained upon the mutual agreement of the District and Union. If the parties are unable to agree, the arbitrator shall make the final determination. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 31: SCOPE, SAVINGS AND WAIVER OF NEGOTIATIONS

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

31.1.1 Each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to meet and negotiate or to bargain collectively with respect to any subject or matter whether or not specifically referenced or covered by this Agreement.

31.1.2 This Article shall not preclude the parties from meeting and negotiating with respect to collective bargaining agreements to take effect after the expiration of the term of this Agreement.

31.2 If any article(s), section(s), or provision(s) of this Agreement be found to be contrary to, or in conflict with, federal or state law, that article, section or provision only shall be rendered void with no effect to any other article(s), section(s), or provision(s) of this Agreement.

ARTICLE 32: PERSONNEL FILES

- 32.1 Personnel files shall be maintained in confidence and shall be available for inspection only to appropriate management or other designated employees of the District when such is actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a unit member and included within the official District personnel files shall be maintained by the District Human Resources Department.
- 32.2 Unit members shall have the right to review their personnel files, provided that such reviews are made at times when such persons are not actually required to render services to the District. A unit member may also authorize other individuals to review their personnel files provided such authorization is made in writing and signed by the unit member before the review is conducted.
- 32.3 Reviews of personnel files shall be by appointment and shall take place in the presence of and be supervised by authorized representatives of the District Human Resources Department. Documents may not be removed from or entered into personnel files without the authorization of the Vice President of Human Resources. A faculty member may request one (1) copy of materials in their personnel file per academic year not to exceed 25 pages at no cost. Any remaining pages or additional copies of the faculty member's personnel file shall be reimbursed in accordance with District Administrative Procedures.
- 32.4 All materials to be placed in personnel files shall be submitted through the appropriate Vice President or designee for review and appropriate action.
- 32.5 Anonymous derogatory material that has been investigated and substantiated by the District may be placed in a unit member's personnel file, subject to the terms of this article.
- 32.6 Unit members shall be notified in writing of placement of any derogatory material in their personnel files and shall also receive a copy of such material. Unit members shall be notified of their right to respond in writing on any such derogatory material. Unit members must submit written responses to the Human Resources Office not later than ten (10) working days after receipt of a copy of such material. Such responses shall be attached to the material and placed in their personnel files. Responses not received within the ten (10) day period shall not be placed in the personnel file unless the 10-day period has been extended by mutual written agreement between the Vice President of Human Resources or designee and the affected unit member.
- 32.7 Copies of personnel records may be released if legally required under subpoena; however, the District will require reimbursement in accordance with District Administrative Procedures.

32.8 A faculty member may request placement of materials relevant to the member's assigned duties or professional responsibilities in the member's District personnel file.

ARTICLE 33: PARKING PERMITS

- 33.1 Those full-time and part-time faculty unit members who choose to use the District parking lots to park their vehicles must have a District parking permit or they will be subject to a parking citation from Campus Police.
- 33.2 A faculty unit member who is legally entitled to use a handicapped parking placard may park in any handicapped stall on campus without the use of a parking permit. However, the handicapped placard does not entitle any individual to use staff or general parking stalls without a parking permit.
- 33.3 An active faculty unit member may purchase an employee parking permit through the Campus Police Department.
- 33.4 Lost parking permits are the responsibility of the unit member and are replaced at the expense of the unit member.
- 33.5 Stolen parking permits will be reported to Campus Police and after the appropriate report is filed, the parking permit may be replaced.
- 33.6 Reselling, loaning, or giving away an employee parking permit is a violation of Board Policy.

ARTICLE 34: TERM OF AGREEMENT AND REOPENER PROVISIONS

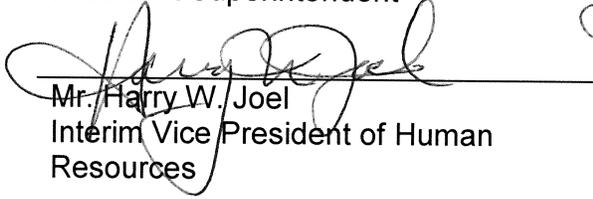
34.1 This agreement shall be effective July 1, 2015 through June 30, 2018. All terms and conditions shall be prospectively applied unless specifically stated otherwise, including salary and health and welfare benefits.

AGREEMENT SIGNATURE PAGE

**Cerritos Community College
District:**



Dr. Jose L. Fierro
President/Superintendent

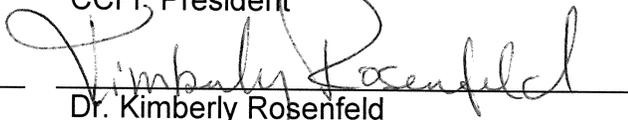


Mr. Harry W. Joel
Interim Vice President of Human
Resources

**Cerritos College Faculty Federation
Local 6215, CFT/AFT, AFL-CIO:**



Dr. Solomon Namala
CCFF President



Dr. Kimberly Rosenfeld
CCFF Chief Negotiator

Date:

10/10/16

Date:

10/10/16

APPENDIX A

Full-Time Faculty Salary (2015-16)

The Full-Time Faculty Salary Schedule shall be increased by 5% effective retroactively to July 1, 2015. The District shall pay all faculty the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustee ratification.

The table below will be the Full-Time Faculty Salary schedule effective July 1, 2015.

	A	B	C	D	E	F
Step	Bachelor's Degree	Master's Degree	Bachelor's Degree + 50 units including Master's	Bachelor's Degree + 70 units including Master's	Bachelor's Degree + 90 units including Master's	Doctorate Degree
1						
2						
3	58,691	61,695	64,698	67,701	70,706	73,710
4	61,695	64,698	67,701	70,706	73,710	76,712
5	64,698	67,701	70,706	73,710	76,712	79,713
6	67,701	70,706	73,710	76,712	79,713	82,717
7	70,706	73,710	76,712	79,713	82,717	85,723
8	73,710	76,712	79,713	82,717	85,723	88,726
9	76,712	79,713	82,717	85,723	88,726	91,730
10		82,717	85,723	88,726	91,730	94,733
11			88,726	91,730	94,733	97,732
12				94,733	97,732	100,741
13					100,741	103,743
14					103,743	106,744
18X					106,744	109,749
22X					109,749	112,751
26X					112,751	115,751
30X					115,751	118,756

Maximum Beginning Step in Column A is Step 9; Columns B-F is Step 10.

Effective August 13, 2001 Steps 1 & 2 are eliminated (see item #5 in Explanation of Salary Schedule).

Salary amounts on the above schedule are annual salaries for full-time faculty employed on a 10-school month contract basis.

APPENDIX A

Annual salary amounts for full-time faculty employed on a 11 or 12-school month contract basis are computed as follows: Salary schedule amount divided by 10 and multiplied by the number of school months of the contract.

HOURLY OVERLOAD AND/OR SUBSTITUTE PAY RATE FOR REGULAR AND CONTRACT FACULTY For a regular or contract Cerritos College faculty, the rate of pay for service beyond full-time contract load shall be 1/100th of the monthly (school month) rate for instructors, 1/140th of the monthly (school month) rate for counselors and librarians. In no case will the minimum rate per hour be less than the hourly rate a faculty member would be eligible to receive had he/she been employed as a part-time instructor, counselor, or librarian.

The rate of pay a faculty member shall receive as a substitute employee shall be the same he/she would receive if he/she were serving on an hourly basis.

Full-Time Faculty Salary (2016-17)

Effective retroactively to July 1, 2016, the District will:

- A) Add one step to columns A (step 10), B (step 11), C (step 12) and D (step 13).
- B) Reduce the longevity increases from every four years to two years for columns E and F by adding steps 16, 20, 24 and 28 to these columns.
- C) The entire salary schedule will be increased by 2.5%.

The table below will be the Full-Time Faculty Salary schedule effective July 1, 2016.

	A	B	C	D	E	F
Step	Bachelor's Degree	Master's Degree	Bachelor's Degree + 50 units including Master's	Bachelor's Degree + 70 units including Master's	Bachelor's Degree + 90 units including Master's	Doctorate Degree
1						
2						
3	60,158	63,237	66,315	69,393	72,474	75,553
4	63,237	66,315	69,393	72,474	75,553	78,630
5	66,315	69,393	72,474	75,553	78,630	81,706
6	69,393	72,474	75,553	78,630	81,706	84,785
7	72,474	75,553	78,630	81,706	84,785	87,866
8	75,553	78,630	81,706	84,785	87,866	90,944
9	78,630	81,706	84,785	87,866	90,944	94,023
10	81,706	84,785	87,866	90,944	94,023	97,101
11		87,866	90,944	94,023	97,101	100,175
12			94,023	97,101	100,175	103,260
13				100,175	103,260	106,337
14					106,337	109,413
16X					107,875	110,953
18X					109,413	112,493
20X					110,953	114,032
22X					112,493	115,570
24X					114,032	117,108
26X					115,570	118,645
28X					117,108	120,185
30X					118,645	121,725

Maximum Beginning Step in Column A is Step 9; Columns B-F is Step 10.

Effective August 13, 2001 Steps 1 & 2 are eliminated (see item #5 in Explanation of Salary Schedule).

Salary amounts on the above schedule are annual salaries for full-time faculty employed on a 10-school month contract basis.

Full-Time Faculty Salary (2017-18)

Effective July 1, 2017, the District will:

- A) Add one step to columns A (step 11), B (step 12), C (step 13) and D (step 14).
- B) The entire salary schedule will be increased by 2.5%.

The table below will be the Full-Time Faculty Salary schedule effective July 1, 2017.

	A	B	C	D	E	F
Step	Bachelor's Degree	Master's Degree	Bachelor's Degree + 50 units including Master's	Bachelor's Degree + 70 units including Master's	Bachelor's Degree + 90 units including Master's	Doctorate Degree
1						
2						
3	61,662	64,818	67,973	71,128	74,285	77,442
4	64,818	67,973	71,128	74,285	77,442	80,595
5	67,973	71,128	74,285	77,442	80,595	83,748
6	71,128	74,285	77,442	80,595	83,748	86,904
7	74,285	77,442	80,595	83,748	86,904	90,063
8	77,442	80,595	83,748	86,904	90,063	93,218
9	80,595	83,748	86,904	90,063	93,218	96,374
10	83,748	86,904	90,063	93,218	96,374	99,529
11	86,904	90,063	93,218	96,374	99,529	102,680
12		93,218	96,374	99,529	102,680	105,841
13			99,529	102,680	105,841	108,995
14				105,841	108,995	112,148
16X					110,572	113,727
18X					112,148	115,305
20X					113,727	116,883
22X					115,305	118,459
24X					116,883	120,036
26X					118,459	121,611
28X					120,036	123,189
30X					121,611	124,768

Maximum Beginning Step in Column A is Step 9; Columns B-F is Step 10.

Effective August 13, 2001 Steps 1 & 2 are eliminated (see item #5 in Explanation of Salary Schedule).

Salary amounts on the above schedule are annual salaries for full-time faculty employed on a 10-school month contract basis.

APPENDIX B

Instructional Part-Time Faculty Salary (2015-16)

The Instructional Part-Time Faculty Salary Schedule shall be restructured (step 1 from 2014-2015 salary schedule eliminated) and increased by 5.5% effective retroactively to July 1, 2015. The District shall pay all faculty the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustee ratification.

The table below will be the Instructional Part-Time Faculty Salary schedule effective July 1, 2015.

Progression	Step	Bachelor's Degree	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$57.52	\$59.54	\$61.62
Third and Fourth Semesters	2	\$60.74	\$62.86	\$65.06
Fifth and Sixth Semesters	3	\$63.92	\$66.16	\$68.47
Seventh and Eighth Semesters	4	\$67.12	\$69.46	\$71.90
Ninth and Tenth Semesters	5	\$70.48	\$72.94	\$75.50
Eleventh and Twelfth Semesters	6	\$72.23	\$74.77	\$77.38

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

Instructional Part-Time Faculty Salary (2016-17)

The Instructional Part-Time Faculty Salary Schedule shall be increased by 2.5% effective retroactively to July 1, 2016.

The table below will be the Instructional Part-Time Faculty Salary schedule effective July 1, 2016.

Progression	Step	Bachelor's Degree	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$58.96	\$61.03	\$63.16
Third and Fourth Semesters	2	\$62.26	\$64.43	\$66.69
Fifth and Sixth Semesters	3	\$65.52	\$67.81	\$70.18
Seventh and Eighth Semesters	4	\$68.80	\$71.20	\$73.70
Ninth and Tenth Semesters	5	\$72.24	\$74.76	\$77.39
Eleventh and Twelfth Semesters	6	\$74.04	\$76.64	\$79.31

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

Instructional Part-Time Faculty Salary (2017-18)

The Instructional Part-Time Faculty Salary Schedule shall be increased by 2.5% effective July 1, 2017. The table below will be the Instructional Part-Time Faculty Salary schedule effective July 1, 2017.

Progression	Step	Bachelor's Degree	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$60.43	\$62.55	\$64.74
Third and Fourth Semesters	2	\$63.81	\$66.04	\$68.35
Fifth and Sixth Semesters	3	\$67.16	\$69.51	\$71.94
Seventh and Eighth Semesters	4	\$70.52	\$72.98	\$75.54
Ninth and Tenth Semesters	5	\$74.05	\$76.63	\$79.32
Eleventh and Twelfth Semesters	6	\$75.89	\$78.56	\$81.30

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

Non-Instructional Part-Time Faculty Salary (2015-16)

The Non-Instructional Part-Time Faculty Salary Schedule shall be restructured (step 1 from 2014-2015 salary schedule eliminated) and increased by 5.5% effective retroactively to July 1, 2015. The District shall pay all faculty the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustee ratification.

The table below will be the Non-Instructional Part-Time Faculty Salary schedule effective July 1, 2015.

Progression	Step	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$47.94	\$49.62
Third and Fourth Semesters	2	\$49.62	\$51.35
Fifth and Sixth Semesters	3	\$51.35	\$53.15
Seventh and Eighth Semesters	4	\$53.15	\$55.01

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

Non-Instructional Part-Time Faculty Salary (2016-17)

The Non-Instructional Part-Time Faculty Salary Schedule shall be increased by 2.5% effective retroactively to July 1, 2016.

The table below will be the Non-Instructional Part-Time Faculty Salary schedule effective July 1, 2016.

Progression	Step	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$49.14	\$50.86
Third and Fourth Semesters	2	\$50.86	\$52.63
Fifth and Sixth Semesters	3	\$52.63	\$54.48
Seventh and Eighth Semesters	4	\$54.48	\$56.39

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

Non-Instructional Part-Time Faculty Salary (2017-18)

The Non-Instructional Part-Time Faculty Salary Schedule shall be increased by 2.5% effective July 1, 2017.

The table below will be the Non-Instructional Part-Time Faculty Salary schedule effective July 1, 2017.

Progression	Step	Master's Degree*	Doctorate Degree
First Two Semesters	1	\$50.37	\$52.13
Third and Fourth Semesters	2	\$52.13	\$53.95
Fifth and Sixth Semesters	3	\$53.95	\$55.84
Seventh and Eighth Semesters	4	\$55.84	\$57.80

* Or as stated by the State Minimum Qualifications for the discipline taught.

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the adjunct faculty schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Effective July 1, 2016, advancement on the salary schedule will be granted at the beginning of employment in any fall or spring semester.

APPENDIX C

Salary Schedule Placement for Vocational Education

EQUIVALENTS FOR COMMUNITY COLLEGE INSTRUCTORS' CREDENTIALS FOR TEACHING VOCATIONAL SUBJECTS AND FOR THE STANDARD DESIGNATED SUBJECTS' CREDENTIAL IN BUSINESS AND IN TRADE AND INDUSTRY

1. Placement on the Salary Schedule under the California Plan for Vocational Education shall be limited to those instructors with principal teaching assignments (in excess of 50%) in vocational programs or classes as defined by the institution.
2. Transfers from the Basic Teaching Schedule to the Vocational Teaching Schedule may be made on approval of the Board of Trustees.
3. For the Community College Instructors' Credential for teaching vocational subjects and for the Standard Designated Subjects' Credential in Business and in Trade and Industry, placement on the salary schedule and evaluating of the vocational experience, the following formula shall be used:
 - A. Column Placement:
 - 1) If a person has a partial fulfillment credential, but otherwise qualifies for Column B, C, D, or E, he/she shall be placed one column lower on the same step until he/she has fulfilled his/her requirement.
 - 2) Associate's Degree equivalency shall be 64 earned units applying towards a Bachelor's Degree or 64 units which could justify the awarding of an Associate's Degree, other than residency.
 - 3) Units beyond an Associate's Degree must be earned units which would apply toward a Bachelor's Degree as evaluated by the institution awarding the Bachelor's Degree. Units not applying toward a Bachelor's Degree will not be counted.
 - 4) Vocational experience required to meet the schedule below will be counted only for full-time employment. Exceptions may be made only when part-time employment is necessary to meet minimum credential requirements.
 - 5) The full-time experience must be verified in writing by the former employer.
 - 6) Full-time vocational experience **may not** be earned while working in a full-time teaching position.
 - 7) Full-time vocational experience used to qualify for a teaching credential **will not** be counted toward salary placement. Only those full-time years of experience beyond the number of years used for credential will be credited for salary placement.

B. Step Placement:

The full year(s) of experience beyond those used to qualify for the schedule below may be used for step placement.

Column	Basic Teaching Schedule	Vocational Experience Schedule		
		6 Years	4 Years	2 Years
A	Bachelor's Degree	Less than Associate's Degree	Associate's Degree	-----
B	Master's Degree	Associate's Degree	Associate's Degree + 20 units	Bachelor's Degree
C	Bachelor's Degree + 50 units including Master's Degree	Associate's Degree + 20 units	Bachelor's Degree	Bachelor's Degree + 20 units
D	Bachelor's Degree + 70 units including Master's Degree	Associate's Degree + 40 units	Bachelor's Degree + 20 units	Bachelor's Degree + 40 units including Master's Degree
E	Bachelor's Degree + 90 units including Master's Degree	Bachelor's Degree	Bachelor's Degree + 40 units including Master's Degree	Bachelor's Degree + 60 units including Master's Degree

Explanation of Salary Schedule

1. All degrees/coursework submitted for salary schedule placement shall have been earned from an accredited college or university.
2. The salary schedule is based on an earned baccalaureate degree. Units to be counted for column placement for columns B, C, D, E, and F are those earned after the baccalaureate degree (including Master's and Doctorate degrees).
3. Units for advancement across the basic salary schedule must be earned by either, or a combination of both, of the following methods: (Unit means Semester Unit of Credit.)
 - a) Units earned for graduate courses or upper division undergraduate courses taken for graduate credit from an accredited college or university and verified by an official transcript.
 - b) Units earned for Instructional Program Development projects. Procedures for the preparation of proposals and the procedure for determining number of units of credit allowed are outlined in the Faculty Handbook.

Note: Both released time and salary credit will not be granted for the same program development project.

4. With prior approval of the President-Superintendent and/or Vice President of Academic Affairs, courses of study other than those defined above may be used for advancement across the salary schedule.
5. The maximum initial placement on the salary schedule shall be Step 10. One step will be allowed for each full year of **full-time paid academic employment experience**. Partial years **cannot** be credited. (Experience must be verified by official letter or other written document.) **NOTE:** Effective August 13, 2001 Steps 1 and 2 are eliminated from the Full- Time Faculty Salary Schedule, and those faculty placed on Steps 1 and 2 shall be placed on Step 3. Step placement for all other faculty shall remain the same and in accordance with the criteria for step placement in effect prior to this change to the salary schedule. For new faculty employed effective July 1, 2002 and after the criteria for initial step placement shall be as follows: employees with no qualifying experience will be placed on the entry Step 3, those with one (1) year of experience will be placed on Step 4, two (2) years of experience on Step 5, and so on to a maximum initial placement on Step 10 with seven (7) or more years of experience.
6. An employee must render at least 75% of **the working days of his/her work year in paid status** in order to qualify for a year's service advancement on the salary schedule.
7. Deviation from normal schedule shall be made only by special action of the Board of Trustees.
8. Column and/or step advancements on the schedule shall be granted July 1, of each year of employment. Step advancements (including longevity increments) shall be granted automatically by the District based upon paid service requirements.
9. An employee may apply for column advancement(s) by completing a Salary Column Advancement Application form, which is distributed to all faculty by the Human Resources office each January. In order to be granted advancement, written evidence verifying completion of requirements for such advancement must be received in the Human Resources office in accordance with the following:

- a) **Faculty employed on 10-school month or a greater than 10-school month contract basis (i.e., 11 or 12 school month contract):** Verification must be received **not later than July 1**, in order for the advancement to be effective July 1 of that contract year; **OR not later than September 1**, in order for the advancement to be effective September 1 of that contract year.
10. A full-time teaching load is fifteen (15) teaching units per semester, or thirty (30) teaching units per academic year.
11. Any teaching assignment above the full-time teaching load, whether the teaching is done day or night, shall be compensated on an hourly rate basis.

LONGEVITY INCREMENT
(Revised Effective 2016-17 Academic Year)

Faculty employees reaching the maximum step (Step 14) on Column E or F of the salary schedule will be granted longevity salary increments in accordance with the following procedures:

- a) The amount of the increment shall be equal to half the difference between the last two steps in columns E or F.
- b) The initial longevity increment (16X) is granted to those **employees who have rendered at least two full-time years of service** at the maximum salary step of Column E or F. Subsequent longevity increments shall be granted after rendering two full-time years of service on each increment step (i.e., 16X, 18X, 20X, 22X, 24X, 26X and 28X). (Note: Full-time years of service credited for purposes of these advancements shall be the same as for regular step advancements. See Item #6 under "Explanation of Salary Schedule.")
- c) This policy is effective July 1, 2016, based upon approval by the Board of Trustees on September 21, 2016, and shall be implemented in accordance with administrative rules and regulations as agreed to by the District and the Cerritos College Faculty Federation.

HOURLY OVERLOAD AND/OR SUBSTITUTE
PAY RATE FOR REGULAR AND CONTRACT FACULTY

For a regular or contract Cerritos College faculty employee (employed on a contract or regular basis), the rate of pay for service beyond his/her full-time contract load shall be 1/100th of his/her monthly (school month) rate for instructors, 1/140th of his/her monthly (school month) rate for counselors, and librarians. In no case will the minimum rate per hour be less than the hourly rate he/she would be eligible to receive had he/she been employed as a part-time instructor, counselor, or librarian.

The rate of pay a faculty employee shall receive as a substitute employee shall be the same he/she would receive if he/she were serving on an hourly basis.

SUMMER SCHOOL PAY RATE
FOR REGULAR AND CONTRACT INSTRUCTORS

The summer session salary for a regular or contract Cerritos College instructor shall be based upon the adopted salary schedule and shall be paid at the hourly overload pay rate for regular and contract faculty.

The maximum teaching load for an instructor during a summer session shall be eight (8) teaching units.

If, in case of an emergency, an instructor is permitted to teach more than eight (8) units, all units above eight (8) shall be considered as overload and paid for at an overload rate.