



BCFA

COLLECTIVE

BARGAINING

AGREEMENT

2014-2017

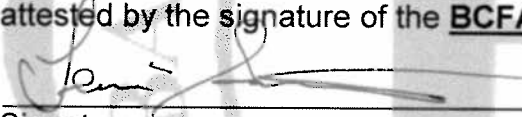
TABLE OF CONTENTS

Agreement	. . . . .	3
Article I	Recognition	4
Article II	Notice.	5
Article III	District Rights.	6
Article IV	Association Rights.	7
Article V	Negotiations.	11
Article VI	Nondiscrimination.	12
Article VII	Hours, Terms, and Conditions of Employment.	13
Article VIII	Salary.	26
Article IX	Health and Welfare Benefits.	29
Article X	Calendar and Holidays.	30
Article XI	Leaves.	31
Article XII	Evaluations.	42
Article XIII	Grievance Procedure.	53
Article XIV	Retirement	59
Article XV	Savings Provision	60
Article XVI	Maintenance of Standards.	61
Article XVII	Reopeners	62
	<i>Appendix A Salary Schedule 2014.</i>	64
	<i>Appendix B Salary Schedule 2015.</i>	65
	<i>Appendix C Salary Schedule 2016.</i>	66
	<i>Appendix D Counselor Evaluation Form</i>	67
	<i>Appendix E Counselor Self Evaluation Form.</i>	74
	<i>Appendix F Faculty Evaluation Classroom Observation (Part B).</i>	76
	<i>Appendix G Faculty Evaluation Online (Part B-1).</i>	77
	<i>Appendix H Faculty Self Evaluation (Part C).</i>	78
	<i>Appendix I Faculty Evaluation Summary (Part D)</i>	79
	<i>Appendix J Librarian Evaluation Form</i>	81
	<i>Appendix K Grievance Level I</i>	85
	<i>Appendix L Grievance Level II</i>	86
	<i>Appendix M Grievance Level III.</i>	87
	<i>Appendix N Grievance Level IV.</i>	88
	<i>Appendix O Grievance Level V.</i>	89

AGREEMENT

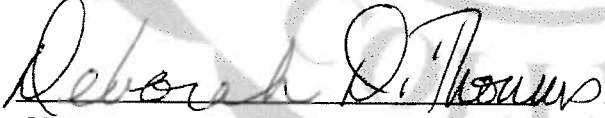
1. The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Barstow Community College District ("District") and the Barstow College Faculty Association ("Association" or "BCFA"), an affiliate of CTANEA.
2. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code of this State.
3. This Agreement shall become effective on July 1, 2014 and shall continue in effect through June 30, 2017.

4. Agreed to by the Barstow College Faculty Association on 11-6, 2014 attested by the signature of the BCFA President.


Signature

12-7-2014
Date

5. Agreed to by the Barstow Community College District by vote of the Board of Trustees on NOV 19, 2014, attested by the signature of the District President.


Signature

12/2/14
Date

ARTICLE I

RECOGNITION

1. The District recognizes the Association as the sole and exclusive representative and shall include all full- and part-time regular and contract academic employees (hereinafter called "Faculty/Faculty Member") employed by the District, excluding all management, supervisory, and confidential employees.



ARTICLE II

NOTICE

2. Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery (and receipt signature) or by mailing the same by United States registered or certified mail, return receipt requested to the part entitled there to at the address set forth below:

COLLEGE: **CHAIRPERSON**
DISTRICT NEGOTIATING TEAM
Barstow Community College District
2700 Barstow Road, Barstow, CA 92311

Alternate: **VICE-PRESIDENT OF ADMINISTRATIVE SERVICES**
Barstow Community College District
2700 Barstow Road, Barstow, CA 92311

ASSOCIATION: **CHAIRPERSON**
BCFA NEGOTIATING TEAM
Barstow College Faculty Association, CTA/NEA
2700 Barstow Road, Barstow, CA 92311

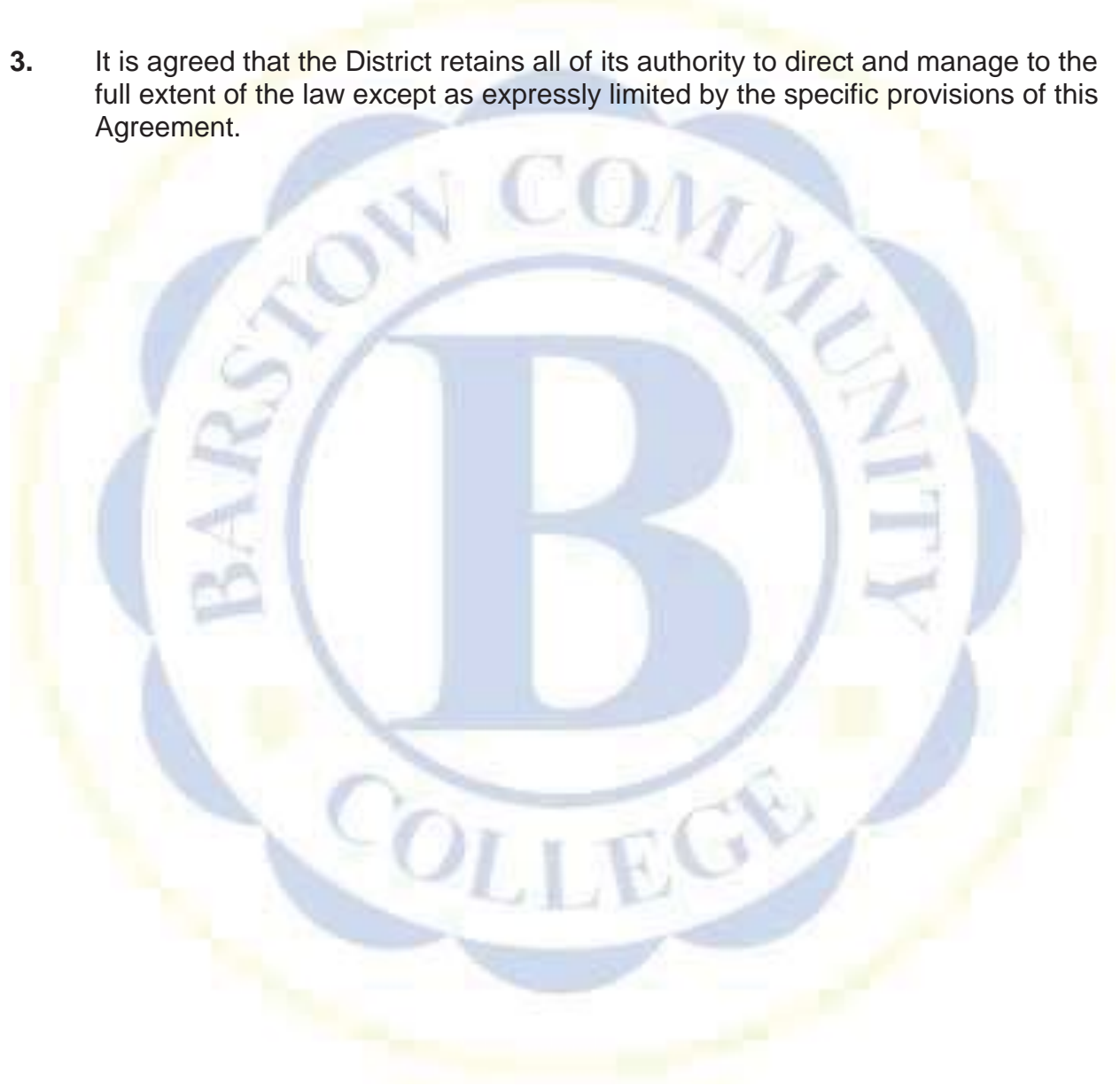
Alternate: **PRESIDENT**
Barstow College Faculty Association, CTA/NEA
2700 Barstow Road, Barstow, CA 92311

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions in this article.

ARTICLE III

DISTRICT RIGHTS

3. It is agreed that the District retains all of its authority to direct and manage to the full extent of the law except as expressly limited by the specific provisions of this Agreement.



ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 FACILITIES:** To the extent permitted by law, the Association and its representatives shall have the free use of college equipment and facilities, subject to the priorities of educational use and student use, for Association business. The BCFA shall bear the cost of all supplies incidental to any BCFA meeting or BCFA business conducted on campus.
- 4.2 COMMUNICATION:**
- 4.2.1 Bulletin Boards:** To the extent permitted by law, the Association shall have the use of a District designated bulletin board in the instructional complexes, faculty mail room, staff lounge, and the dining area.
- 4.2.2 Mailboxes (Physical and Electronic):** To the extent permitted by law, the Association shall have the right to use the college email system, mail distribution services and the mailboxes for Association communications. The Association shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request by BCFA. The author or sponsor shall appear on all materials sent through the campus mail service or email system by BCFA, together with a designated authorization by the Association President.
- 4.2.2.1** A copy of BCFA material posted on the District designated bulletin board and Association material intended for general distribution to faculty unit employees through the campus mail services shall be provided to the District President prior to being posted or distributed. The Association should exercise responsibility for the content of such material.
- 4.2.2.2** The Association agrees not to post or distribute material which is derogatory or defamatory of the District or its personnel. The Association further agrees not to use the District funds, services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district.
- 4.2.3 Reproduction Services:** The Association may use the reproduction services, subject to institutional priorities, on an at-cost-basis.
- 4.2.4 Barstow College Directory:** The District will furnish all faculty members a directory every semester. The directory will be published as soon as

possible after the first week of every term.

4.3 RIGHT OF ACCESS: Duly authorized Association representatives may conduct official Association business on campus, with individual employees at any time other than during the individual employee's instructional classroom hours, office hours, contractual obligations, and professional duties.

4.4 ASSOCIATION PRESENTATIONS AT BOARD MEETINGS: The Association representative shall have the right of input during discussion on any Board agenda item related to Association interests.

4.5 BARGAINING UNIT INFORMATION:

4.5.1 Board Agendas: The District shall provide the Association, within the posting timelines required under the Brown Act prior to each meeting of the Board of Trustees, a copy of the complete Board agenda.

4.5.2 Copies of District Reports: The District shall, upon request, furnish the Association with two copies of all District, County and State reports as soon as the reports are transmitted to the District, County, or State, and all copies of all budgetary and other information compiled as soon as they become available to either the Board or the Administration.

4.6 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS:

4.6.1 Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for faculty members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A faculty member who revokes his/her authorization for the payroll deduction of member dues or the non-member fee shall transmit such dues or fee to the Association in a manner prescribed by the Association.

4.6.2 Any faculty member, with the exception of part-time faculty who shall not be subject to the terms set out in Sections 4.6.2 through 4.6.7, who is not a member of the Association, or who fails to remain a member in good standing of the Association, or who does not make application for membership within thirty (30) days from the date of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership

dues, initiation fees and general assessments. The faculty member shall pay the service fee in one lump sum cash payment; provided, however, that the faculty member may authorize payroll deduction for such service fee in the same manner as provided in Section 4.6.1.

In the event that a faculty member does not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Section 4.6.1, the District shall immediately, upon notice from the Association, begin automatic payroll deduction of said fee, as provided in Education Code Section 45061, in the same manner as set forth in Section 4.6.1.

- 4.6.3** (a) Any faculty member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except that such faculty member shall pay, in lieu of a service fee as described in Section 4.6.2, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- (1) United Way
 - (2) Red Cross
 - (3) Boy Scouts of America
 - (4) Barstow College Foundation
- (b) Proof of payment and a written statement of religious objection, along with verifiable evidence of membership in a religious body as described in Section 4.6.3(a), shall be made on an annual basis to the District and the Association as a condition of continued exemption from the provisions of Sections 4.6.1 and 4.6.2. Proof of payment shall be in the form of receipt and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year, or within thirty (30) days of claiming such exemption.
- (c) Any faculty member making payments as set forth in Section 4.6.3 (a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

4.6.4 With respect to all sums deducted by the District pursuant to Sections 4.6.1 and 4.6.2, whether for membership dues or equivalent fee, the

District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of faculty members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

4.6.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4.6.6 (a) The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.

(b) The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in defense of such action.

(c) The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.

(d) The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party(ies) in such action, shall immediately pay to such party(ies) all sums owing under such order and judgment.

4.6.7 Upon appropriate written authorization from the Faculty Members, the District shall deduct from the salary of that Faculty Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the District.

4.7 The District will consult on budget development decisions, through BCFA participation on the Budget and Finance Committee, prior to the Board of Trustees adopting the annual budget.

ARTICLE V

NEGOTIATIONS

- 5.1 Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence on a successor agreement at a mutually acceptable time and place.
- 5.2 The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.
- 5.3 Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with five (5) days' notice to the other party.
- 5.4 The District agrees to furnish the Association, upon request, copies of documents that are considered public records under California law and are relevant to the bargaining process. Likewise, the Association agrees to furnish the District, upon request, copies of documents that are relevant to the bargaining process.
- 5.5 Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification and the District shall submit the Agreement to the Board of Trustees for approval.

ARTICLE VI

NONDISCRIMINATION

6.1 CONFORMITY TO LAW

Neither the District nor the Association shall discriminate against any unit member on the basis of race or ethnicity, ancestry, color, creed, age, national origin, political affiliation, religion, domicile, marital status, physical or mental disability, medical condition, genetic information, sex, sexual orientation, gender, gender identity or expression, membership in any employee organization, or participation in the activities of any employee organization with respect to matters pertaining to employment.

6.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND DIVERSITY

The Board of Trustees has adopted an Equal Employment Opportunity and Diversity Plan. The Association shall have the right to consultation where any proposal for modification or addition to this plan may affect the members of the Association.

6.2.1 The Equal Employment Opportunity and Diversity Officer shall meet and confer, upon request, with the Executive Committee of the Association on EEO and diversity matters that might affect the faculty, including but not limited to, applicant pool diversity and faculty recruitment practices.

ARTICLE VII

HOURS, TERMS, AND CONDITIONS OF EMPLOYMENT

7.1 ANNUAL AND WEEKLY REQUIREMENT:

- 7.1.1 Days of Service in Academic Year:** The assignment of days of service for each academic year shall be 176.
- 7.1.2** Full-time instructors are employed for a basic work week averaging forty (40) hours to comprise lecture hours or equivalent (see 7.2 Standard Academic Lecture Load), office hours, unscheduled teaching-related hours, and other professional duties hours. Professional duties include, but are not limited to: in-service training; District committee meetings and assignments; preparation; interacting with students as a mentor or club advisor; maintaining subject matter currency through reading professional literature; curriculum development programs; business and community relations; and participating in institutional or assignment-based research.
- 7.1.2.1** Each full-time instructor shall be present on campus for thirty (30) hours a week, including a minimum of two (2) hours per day on the days that they teach classes.
- 7.1.2.2** Each full-time instructor shall maintain a schedule of at least five (5) office hours per week for every school week on no fewer than four (4) days per week as office time for consulting with and assisting students. *(Revised October 2014)*
- 7.1.2.3** Office hours are to be scheduled to meet the needs of the students, potential students, and the needs of the educational program of the College. Each scheduled period of office time shall be in increments of thirty minutes or greater. Night office hours (after 5:00 p.m.) shall be scheduled in proportion to night classes.
- 7.1.2.4** At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of (BO) office hours to the appropriate administrator for approval. Such approval shall not be unreasonably withheld. The Academic Affairs Office shall maintain the approved schedule of office hours of each instructor, and the instructor shall post the approved office hours on his/her office door. *(Revised October 2014)*
- 7.1.2.5** During the period of term examinations, each full-time instructor shall follow his/her assigned examination schedule and maintain

at least one (1) office hour on each day of their examination schedule. *(Revised October 2014)*

7.1.2.6 Where more than two (2) examinations are assigned to a full-time instructor on a given day, the instructor shall have the option of shifting some of the required office hours to another day of the examination schedule.

7.1.2.7 Examination week office hour schedules shall be separately reported, administratively approved, and posted by each full-time instructor.

7.1.3 Graduation: Participation in the annual graduation ceremonies, including the academic procession on commencement day, is part of the contractual obligation of all certificated staff members. The academic regalia will be provided at no cost to the staff.

7.1.4 The instructional staff have authority and/or responsibility for:

7.1.4.1 Assessing students' achievement of approved course objectives;

7.1.4.2 Assigning grades to students and maintaining a record on the basis of such grades;

7.1.4.3 Dropping students from class for non-attendance, non-performance, or persistent disruption;

7.1.4.4 Suspending students for acute disruption of class. Such suspension shall be reported on the same day to the Student Services Office in writing, setting forth the circumstances and names of witnesses. Such suspension shall not exceed one day following the day of the suspension.

7.1.4.5 Determining appropriate student assignments;

7.1.4.6 Determining appropriate instructional techniques and aids;

7.1.4.7 Providing students with syllabi and course objectives; and grading and weighing standards to be employed in the course, per college policy. This information will be provided on the first day of class if at all possible, but no later than the first week of class.

7.1.5 The District shall not preempt the above without reasonable cause.

7.1.6 As part of the normal work week, any or all of the following duties may be assigned to the full-time staff over and above scheduled classes and laboratories and office hours: in-service training, District committee meetings, preparation, club or other activity advisement/sponsor service; other professional duties, including unscheduled teaching-related hours, not to average over 40 hours a week in total. (Also see 7.1.2)

7.1.6.1 Every member of the unit may request to attend one or more professional conventions or workshops per year, consistent with institutional staff development plans, and subject to availability of funds.

7.1.6.2 Meetings of the Faculty Association and the offices and committees thereof are not District functions and are outside of duty hours.

7.1.7 Faculty members are assigned and tendered keys to their respective offices and rooms and/or complexes in which they are assigned classes. Such keys shall not be loaned to or used by students or any person other than the individual to whom they are issued. Violation of this section shall constitute good cause for disciplinary action.

7.1.8 **Off-Campus Assignments:** Assignment of staff to off-campus sites lies within the District right of assignment.

7.1.8.1 Faculty members who have an assignment at two campus locations requiring travel from one campus site to another campus site in the same day shall be recompensed at the IRS mileage rate. *(Revised October 2014)*

7.1.8.2 Any full-time instructor or counselor may volunteer for off-campus assignment on a regular load basis. Full-time instructors and counselors may be assigned to work off-campus without volunteering once every four semesters.

7.1.8.3 Unit members that are assigned to Ft. Irwin as their primary place of employment will receive a \$20.00 stipend per assigned workday. *(Revised October 2014)*

7.1.9 SHORT-TERM SUBSTITUTE AND CERTIFICATED PROCTORINGRATE:

7.1.9.1 When a regular instructor is absent from a class, if the classroom material presented meets the syllabus/course outline and time requirement for the specific course, the substitutes shall be paid at the appropriate overtime rate. The appropriate administrator and the instructor of record will determine whether such service is substituting or proctoring.

7.1.9.2 Short-term substitution and proctoring shall be paid at .5 of the appropriate overtime rate.

7.1.9.3 All absences must be reported on the appropriate form, including the name of the substitute or proctor. If the instructor is unable to find a substitute or proctor, given sufficient notice, the District will endeavor to do so.

7.1.10 Protective Attire: Protective attire and devices for laboratory and shop courses shall be provided and maintained at District expense. In addition to items provided by the District, employees working in these areas are to wear closed toe shoes, long sleeve shirts and long pants for additional protection. The instructor is responsible for monitoring the condition and availability of all such devices for him/herself and students, reporting substandard conditions, and requisitioning repairs and/or replacements.

7.2 FACULTY LOAD POLICY INSTRUCTION:

7.2.1 Lectures:

7.2.1.1 The norm for load purposes shall be the standard lecture hour (SLH), assuming substantial outside preparation, student papers, written quizzes and examinations. Such hours shall be calculated as a full hour (1.00).

7.2.1.2 The load factor for lecture classes in which automatic video and/or visual media such as movie projectors, record players and supplementary television are used over 25% of the semester shall be .85.

7.2.1.3 The weekly equated hour load for full-time instructors of lecture classes shall be 15 SLH per semester, not to exceed a total of 30 SLH for the year. *(Revised October 2014)*

7.2.1.4 Factored load hours shall be calculated by treating fractional parts of a total hour load as the next higher number beginning with .50, as the next lower number .01 through .49. Thus, 21 hours at .75 = 15.75 to be read as 16; 23 hours at .70 = 16.1 to be read as 16. Annual load shall be 30 hours (29.5 through 30.49).

7.2.1.5 All factored class hours shall be calculated as a percentage of the standard lecture hour (SLH).

7.2.1.6 English composition classes 1A, 1C, and 50 shall be factored at 1.10.

7.2.1.7 The maximum class size for the English composition classes described above will be 30.

7.2.1.8 Enrollment in live classes shall not exceed room capacity set by the Fire Department or work station capacity. Online enrollments shall be capped at fifty (50). *(Revised October 2014)*

7.2.2 Academic Laboratories: Science and comparable labs shall carry a factor of .85 SLH.

7.2.3 Learning Laboratories: Laboratories in remedial reading, writing, and mathematics shall be factored at .85 SLH.

7.2.4 Physical Education Activity Classes:

7.2.4.1 P.E. Activity classes shall be factored at .85 SLH.

7.2.4.2 Coaching intercollegiate teams shall carry 175 factored hours for the season. These hours may be split over two semesters where appropriate.

7.2.4.3 Coaching Compensation:

7.2.4.3.1 The Head Coach of an intercollegiate athletic team shall receive a stipend equal to 20% of Column A Step 1 on the faculty salary schedule. Any unit member who served as the Men's or Women's Basketball Head Coach for an intercollegiate athletic team in the 2013-2014 college year, and who serves

as the Head Coach for the same team in the 2014-2015 school year, shall instead be paid two-thirds of the full-time faculty salary at step one of the column where the individual unit member would be placed according to level of academic achievement, in each consecutive college year he/she remains the Head Coach for the same athletic team. *(Revised October 2014)*

7.2.4.3.2 The Assistant Coach of an intercollegiate athletic team shall receive a \$3,000 stipend.

7.2.4.4 The Athletic Trainer shall receive a stipend of \$1000 per sport, up to a maximum of \$5000 annually. *(Revised October 2014)*

7.2.5 Performance Classes: Music, drama, and art classes shall be factored at .85 SLH. Multiple department classes may be factored at 1.0 SLH at the District's discretion. Directors of a theatre production shall receive a stipend of \$2,000 per year. *(Revised October 2014)*

7.2.6 Mandated Programs: Where programs are mandated by an outside agency, such as diesel mechanics, the load factor shall be based on the specific requirements of the mandating agency. These requirements shall constitute a teaching load (15 equated hours) for each District instructor to whom they apply.

7.2.7 Automotive Laboratories: Automotive and diesel classes shall be factored at .85 SLH.

7.2.8 Business Laboratories: Business laboratory classes shall be factored at .85 SLH.

7.2.9 On-Line Classes: On-line classes shall be calculated as a full hour (1.00).

7.2.10 Academic Senate: The President of the Academic Senate will receive 34% release time. *(Revised October 2014)*

7.2.11 Other Assignments: The SLOAC Coordinator will receive 40% reassigned time. The Basic Skills Coordinator will receive 20% reassigned time. The Curriculum Committee Chair will receive a stipend based on 6 hours of work a week paid at the overload rate. *(Revised October 2014)*

7.3 INDEPENDENT STUDIES AND CREDIT BY EXAMINATION

7.3.1 Independent Studies: Independent studies are generally scheduled for one or two hours per week. They are designed to meet the need for classes which will not produce minimum enrollment. The load factor shall be .20 plus .05 for each additional student. Such classes are offered only at the discretion of the District. A unit member may decline this assignment as a condition of meeting an under-load.

7.3.2 Credit by Examination:

7.3.2.1 Credit by Examination will carry no premium where students take only the final examination in a currently scheduled class.

7.3.2.2 Credit by Examination in all other cases will carry one hour for the first student in a Credit by Examination and .5 hours for each additional student for the same examination, up to five (5) students.

7.4 WORK EXPERIENCE:

Instructors in work-experience courses are required to meet with students once a month and to visit their off-campus work sites twice a term. Meetings and visits are to be reported to the VPAA monthly. The chief loading variable is the number of students involved. Each student shall count as .093 of a teaching load. Total load shall not exceed 65 students.

7.5 OVERLOAD AND UNDERLOAD:

7.5.1 Overload shall be paid when the Instructor's load exceeds 30 equated hours on an annual basis.

7.5.2 Overload pay will be based on 1 SLH per classroom hour. Lab and activity classes will be paid at the factored rate.

7.5.3 Overload for the fall semester will be paid in one payment in January, and overload for the spring semester will be paid in one payment in June. Payment for the fall semester overload is subject to the instructor meeting a full load for the spring semester.

7.5.4 Overload compensation shall be at the rate of \$41.00 per hour, effective January 1, 2015, \$42 per hour, effective July 1, 2015, and \$43 per hour, effective, July 1, 2016. *(Revised October 2014)*

7.5.5 Overload assignments shall not exceed 12 hours annually, unless an exception is granted by the District.

7.5.6 When an instructor's completed assignment results in a residual underload, that underload shall be carried over and brought up to the norm in a later semester. If there is a residual underload upon termination of employment, the unit member will reimburse the District. In this instance, the remuneration will be computed at the current part-time hourly rate.

7.5.6.1 The District will make every reasonable effort to schedule classes during the regular year or summer to make up the difference prior to retirement. The District may also, with the mutual agreement of the unit member, make non-classroom professional assignments to satisfy any underage.

7.6 **EVENING AND WEEKEND ASSIGNMENTS:** As an institution which attracts students of many ages and circumstances, Barstow College offers courses from 7 a.m. to 10 p.m. Monday through Thursdays and 7 a.m. through 5 p.m. on Fridays and Saturdays. Students attend classes during this time; therefore, instructors are assigned classes in the evening and weekend program, as well as in the day program.

7.6.1 All assignments will fall into one continuous eight-hour block or into two blocks of at least two hours each, not to exceed an eight hour block. *(Revised October 2014)*

7.6.2 Turn-around time will not be less than eleven (11) hours. Turn-around time for instructors assigned off-campus evening courses shall not be less than twelve hours (12) hours. *(Revised October 2014)*

7.6.3 Instructors may be assigned no more than two standard lectures, or the equivalent, evening classes per term nor more than four evening classes in any two year period with exceptions noted in 7.6.5.

7.6.4 Equity between early and late evening assignments will be maintained over a two-year period.

7.6.5 Instructors may agree to accept more than two evening classes per term and/or less than eleven hours turn-around time.

7.6.6 This article applies only to District assignments and does not include

overtime overload classes.

7.6.7 Exceptions, for this section and subsections, may be made when an instructor has an underload.

7.6.8 Instructors assigned classes on five consecutive days of the week shall not be assigned Friday night or weekend classes. Instructors may be assigned no more than one Friday night or weekend class in any two-year period, unless a unit member specifically requests and is granted said assignment.

7.7 SUMMER SCHOOL COMPENSATION:

7.7.1 For all unit members, summer session will be compensated at the current adjunct rate in effect. *(Revised October 2014)*

7.8 NEW PREPARATIONS:

7.8.1 A new preparation is defined as a course of instruction which the instructor has not taught in two or more years.

7.8.2 Instructors will be given one term's notice of assignment to a new preparation.

7.8.3 If it becomes necessary to assign one or more new preparations without one term's notice, the instructor so assigned will be relieved of all other non-teaching District assignments for the term in which that course of instruction is offered.

7.9 NON-INSTRUCTIONAL LOAD:

7.9.1 Counselors and Librarians are assigned forty (40) hours per week of regular duties per the current job description, *including* District Committee meetings, sponsorship of campus student organizations, travel to off-campus sites, additional support for assigned liaison areas, and other professional duties as required. *(Revised October 2014)*

7.9.2 Work Year:

7.9.2.1 Counselors and Librarians are assigned to a 176 day contract. *(Revised October 2014)*

7.9.2.2 District may add up to 18 days or 10% to the contract at the unit member's per diem rate with the mutual agreement of the faculty member. *(Revised October 2014)*

7.9.2.3 Any ten (10) months of the year may be assigned by the District.

7.9.3 Counselors are required to log student contacts and time dedicated to other assigned activities in order to quantify and permit analysis of function.

7.10 MINIMUM CLASS SIZE:

7.10.1 Class Size Guidelines: Classes offered at all locations which have fifteen (15) or more students enrolled and attending class as of the last day for student registration are not subject to cancellation for lack of enrollment.

7.10.1.1 Classes with fewer than fifteen (15) students enrolled and attending class are subject to cancellation for low enrollment. Cancellations may occur up to and including the last day for student registration, unless a variance is granted.

7.11 VARIANCES:

Classes with enrollments of 12 to 14 students may be offered only at the discretion of the District for any of the following:

7.11.1 When late registration may add sufficiently to the enrollment.

7.11.2 When the class is an advanced course in a sequence and expected attrition has occurred.

7.11.3 Where the class launches a newly developed program.

7.11.4 Where other sections are filled and the offering is the first course in a sequence.

7.11.5 Where the course is to be offered but once during the school year and is a requirement for a major, certificate, or degree.

7.11.6 Where conditions or safety of facility size dictate smaller enrollments.

7.11.7 Off-campus classes designed to meet the needs of special interest groups.

7.11.8 Classes with enrollments of less than 12 that would be of benefit to students and the District, may be offered only at the discretion of the District.

7.11.9 Variance will be granted where the Instructor Student Load is the equivalent of 135 or more students (405 WSCH for classes having a load factor of 1 SLH)

7.12 ALTERNATIVE ASSIGNMENTS:

When a class assigned to be taught by a regular or full-time contract employee (more than 67% of contract) is canceled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent three (3) semesters, which may include Summer Session. It shall be the responsibility of the District to carry out the provisions of this policy in the best interest of the college. *(Revised October 2014)*

7.13 In order to ensure that unit members meet their primary commitment to the District, the instructional administrator, in consultation with the faculty member, shall create a schedule that includes teaching and other professional obligations, as defined in sections 7.1.2 and 7.9.1 as applicable, meets the needs of the students and satisfies the fiscal and operational responsibilities of the District. Work at other institutions, government agencies or industry is permitted once these conditions have been satisfied.

7.14 ON-LINE CLASSES:

7.14.1 Instructors may teach online a maximum of 40% of a standard full-time load. One online overload class per semester may be permitted, unless an exception is granted by the District.

7.14.2 Combination classes—those in which the identical class is offered both on campus and online—are to the students' benefit and shall be encouraged.

7.14.2.1 No additional remuneration is offered for combination classes.

7.14.2.2 Combination classes will have a combined maximum enrollment capacity of 35 students.

7.14.3 Instructors of online classes have the same contractual obligations as

other instructors in terms of office hours, time on campus, etc.; however, one office hour per course per week shall be conducted “online”, and the instructor shall be immediately available to students through online means during that hour. This office hour shall be announced to the students as part of the course materials. The instructor may conduct the “online office hour” from whatever location he/she chooses.

- 7.14.4** Instructors of online classes shall be obligated to have all course materials prepared in a timely fashion and posted for student use well in advance of student due dates.
- 7.14.5** Since interactivity is at the heart of successful online classes, instructors shall interact with students no less than twice a week. Prompt and appropriate interaction with students shall form a part of the instructor’s evaluation, and may be used as a determining factor by administrators in assigning online classes.
- 7.14.6** Instructors who teach online shall have the background of either having taught an online course or taken a course in online course development or the Barstow College introductory course on online classes to assure they have sufficient skill in managing Internet e-mail, attachments, and other necessary online instruction. Instructors who do not have this background shall not be asked to teach online courses until such requirements are met.
- 7.14.7** If the District requires the instructor to develop an online class, the instructor shall be paid a stipend of \$1000 upon approval of the course by the curriculum committee. A Copyright for the class shall be as determined below.
- 7.14.8** An orientation session is important for all online students. An online orientation shall be available for distance students. An orientation packet for each class shall be given to the student at the time of registration.
- 7.14.9** The intellectual property rights and the right to claim the copyright for online courses shall be as follows:
 - 7.14.9.1** The faculty member may claim the right to copyright material if it was created on the faculty member’s own time without payment, stipend, or release time.
 - 7.14.9.2** The District may claim the right to copyright material if the project was commissioned by the District and if payment,

stipend, release time, or District resources are granted to the faculty member specifically for this purpose.

7.14.9.3 Responsibility for registration of copyright will lie with the owner of the copyright.

7.14.9.4 Royalty distribution rights will parallel ownership in copyright.

7.14.9.5 Faculty members with full copyright ownership retain full royalty distribution rights.

7.14.9.6 The District with full copyright ownership retains full royalty distribution rights.

7.14.9.7 Unless otherwise specified in advance, if the District and faculty member(s) share copyright ownership, royalty distribution rights will be as follows:

7.14.9.7.1 One hundred percent of royalties or other profits will be distributed to reimburse the District and/or faculty member(s) for documented expenses of creation and production of the material until all such documented expenses are completely reimbursed.

7.14.9.7.2 The remainder of any royalties or other profits will be distributed 50 percent to the District and 50 percent to the faculty member(s) who share the copyright.

ARTICLE VIII

SALARY

8.1 INITIAL PLACEMENT ON SALARY SCHEDULE:

8.1.1 Board Authority: The Board retains the final authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.

8.1.2 Salary Placement: The placement of an individual on the salary schedule shall be the responsibility of the Human Resources Development Office. Initial placement may be reviewed within 90 days of the date of hire by the Human Resources Director in consultation with the Academic Senate President or his/her designee.

8.1.3 Previous Experience: Documented work experience in occupations related to the instructor's field of teaching specialization will be considered in initial salary placement.

8.1.4 A 1:1 ratio will apply for previous high school and college teaching, counseling, or librarian experience.

8.1.5 Placement Maximum: The District President is authorized to credit, for placement on the salary schedule, past service of an applicant for employment in this District up to a maximum of eleven years.

8.1.6 Fraud: Any employees' misstatement of fact material to the determination of salary shall be considered grounds for dismissal.

8.1.7 Uniformity: These regulations shall be uniformly applied to all applicants.

8.1.8 Acceptable Degrees and Units for Placement or Lateral Movement on Salary Schedule:

8.1.8.1 Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

8.1.8.1.1 Middle State Association of College and Secondary Schools (MSA);

8.1.8.1.2 New England Association of College and

Secondary Schools (NEA);

8.1.8.1.3 North Central Association of Colleges and Secondary Schools (NCA);

8.1.8.1.4 Northwest Association of Secondary and Higher Schools (NWA);

8.1.8.1.5 Southern Association of College and Schools (SACS);

8.1.8.1.6 Western Association of Schools and Colleges (WASC).

8.1.8.2 All units must be upper division or graduate level with the following exceptions:

8.1.8.2.1 Occupational instructors placed on Columns I or II;

8.1.8.2.2 Demonstrated benefit to the college within retraining goal approved by the District President.

8.1.8.3 Units in addition to those required for degree (to be used for placement and advancement on salary schedule) must have been completed after date of completion of degree.

8.1.8.4 Units earned in a foreign country will be evaluated on an individual basis. Evaluation of foreign transcripts does not constitute certification of accreditation of the foreign institution.

8.2 SALARY UPON PLACEMENT:

8.2.1 Base salary for full-time unit members, including instructors, counselors and librarians, shall be in accord with the appropriate Salary Schedules (**effective July 1, 2014**) in Appendix A, Appendix B (**effective July 1, 2015**), and Appendix C (**effective July 1, 2016**), attached hereto and included by reference. *(Revised October 20 2014)*

8.3 PART-TIME FACULTY: A temporary part-time faculty member in the Barstow Community College District is one who serves in a certificated position reaching

67% or less of the annual normal course teaching load of a full-time instructor with comparable course duties, or one who serves as a certificated counselor or librarian at 67% or less of the normal full-time load of a full-time counselor or librarian with comparable duties. *(Revised October 2014)*

8.3.1 Salary for Part-Time Faculty: The part-time and summer faculty rate of pay will be \$49/hour, effective January 1, 2015, \$50/hour, effective, July 1, 2015, and \$51/hour, effective July 1, 2016. *(Revised October 2014)*

8.4 ADVANCEMENT OR DIVERSIFICATION OPPORTUNITIES: Staff vacancies which represent opportunities for professional advancement or diversification shall be made known to District personnel so that they may apply for such positions.

8.4.1 If an instructor obtains the minimum qualifications for a discipline(s) other than those for which he or she was originally hired, the instructor may teach in the new disciplines only with the approval of the District.

8.5 The District agrees to change the salary schedule as follows:

8.5.1 Effective, July 1, 2014, the salary schedule for full-time unit members will increase by 6% (Appendix A). *(Revised October 2014)*

8.5.2 Effective, July 1, 2015, the salary schedule for full-time unit members will increase by an additional 2% (Appendix B). *(Revised October 2014)*

8.5.3 Effective, July 1, 2016, the salary schedule for full-time unit members will increase by an additional 2% (Appendix C). *(Revised October 2014)*

8.5.4 An annual stipend for \$1,250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree for Faculty who are employed as of October 20, 2014. Faculty employed after October 20, 2014, will not be eligible for this stipend. Effective July 1, 2014, the Doctorate degree compensation will be part of the full time faculty salary schedule located in Appendix A. *(Revised October 2014)*

8.5.5 Overload compensation for full-time unit members on the Certificated Salary Schedule shall be at the rate of \$41 per hour effective January 1, 2015; \$42 per hour effective July 1, 2015; \$43 per hour effective July 1, 2016. *(Revised October 2014)*

ARTICLE IX

HEALTH AND WELFARE BENEFITS

- 9.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE:** The District agrees to provide a health and welfare package for medical, dental, and vision insurance for each bargaining unit member and their dependents, and life insurance and income protection for each unit member. Beginning July 1, 2014, the District will contribute up to a maximum of \$16,400 annually towards each unit member's medical, dental, and vision premiums. The District will also pay the premiums for life insurance and income protection. *(Revised October 2014)*
- 9.1.1** If an H.S.A. Plan is available the District will first pay the actual cost of the deductible, not to exceed \$1,500 annually for single coverage or \$3,000 for family coverage, into a health savings account for the employee as part of the \$16,400 annual maximum contribution. *(Revised October 2014)*
- 9.1.2** In the first year that a unit member selects an HSA plan, the District will first pay the actual cost of the deductible, not to exceed \$3,000 annually for single coverage or \$6,000 for family coverage, into a health savings account for the employee as part of the \$16,400 annual maximum contribution. *(Revised October 2014)*
- 9.1.3** Money placed in a unit member's health savings account shall be subject to the laws and regulations regarding expenditures and carry-overs for health savings plans.
- 9.1.4** Any costs above the maximum contribution of the District shall be the responsibility of the unit member. Each unit member's contribution, if any, shall be deducted from the member's regular paycheck.
- 9.1.5** Regular and contract employees working less than the standard workweek shall receive prorated benefits, except for unit members who are working under a Reduced Teaching Service Workload Program, if offered.
- 9.2** The bargaining unit and District will adhere to all carrier guidelines during the term of this agreement.
- 9.3** Should BCFA wish to add additional medical, dental, and vision insurance options to the insurance package currently in place, bargaining unit members will pay the additional costs.

ARTICLE X

CALENDAR AND HOLIDAYS

10.1 HOLIDAYS:

Holidays shall be set in accord with the Education Code, plus such additional days or part-days as may be declared by the Board of Trustees, the Governor of the State, or the President of the United States.

10.1.1 Based on the current academic calendar year structure (i.e. two semesters), the annual calendar shall not exceed 176 days, including preparation or other work days.

10.2 CALENDAR PARAMETERS: The annual calendar will be set by the District, consistent with the parameters described below.

10.2.1 A break of at least two weeks shall be scheduled over the winter holidays and shall include both Christmas Day and New Year's Day.

10.2.2 At least one week without work days will be scheduled between semesters.

10.2.3 One week spring break shall be scheduled between the two nine-week sessions.

10.2.4 The academic work year will begin during mid-August, and end by the fourth week in May.

10.2.5 Besides these negotiated parameters, the District will further consult on the annual academic calendar through BCFA participation on the Academic Calendar committee, prior to the Board of Trustees approving the calendar.

10.3 Should the District want to schedule an intersession between semesters, it will first propose such a change to BCFA, and meet to negotiate the actual implementation, if requested.

ARTICLE XI

LEAVES

11.1 SICK LEAVE:

- 11.1.1 **District Rights:** The Board of Trustees reserves the right to specify within the limits of statute, the manner of verifying the legitimacy of leave taken.
- 11.1.2 **Amount of Leave:** Academic employees employed full-time within the District are entitled to one day of sick leave for each month of contract service. Sick days may be utilized in half-day increments. For example, if an employee attends a scheduled class or office hours in the morning but is absent from his or her class or office hours in the afternoon, he or she will be charged with one half-day of sick leave. Or, if an employee attends a scheduled class or office hours in the afternoon, but is absent from his or her class or office hours in the evening, he or she will be charged with one half-day of sick leave. However, if an employee is absent from the only class or office hours scheduled on a day, he or she will be charged for the full day. Employees who are scheduled on campus by the hour, such as counselors and librarians, may utilize sick leave on an hourly basis.
- 11.1.3 Overtime hours and summer employment for full-time academic staff will generate additional sick leave on a pro-rata base.
- 11.1.4 Unused sick leave shall be cumulative from year to year.
- 11.1.5 **Extended Leave:** In accordance with Education Code Section 87780, when an academic employee has exhausted his or her sick leave and continues to be absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment, the employee shall receive the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part-time and temporary employees.
- 11.1.6 **Physician's Statement:** Employees absent for more than five (5) consecutive days will be required to submit a physician's statement or that of a person authorized by any well-recognized

church or denomination to treat people stating the reason for absence and whether or not the employee can perform all assigned duties.

- 11.1.7 **Involuntary Sick Leave**: Should an academic employee of the District, in the opinion of an administrator, show evidence of unfitness for service on account of physical or mental health, the administration shall report this to the District President, who shall recommend a course of action in accordance with state law.
- 11.1.8 **Records**: The personnel records of this District shall show the attendance of each employee and such days as the employee may be absent for reason of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee.
- 11.1.9 **Abuses**: Misuse of leave shall be considered grounds to discipline employees up to and including discharge (Education Code Sections 87764, 87780-82).
- 11.1.10 **Part-time Employee Sick Leave**: Part-time academic employees shall accrue illness leave on a pro-rata basis.
- 11.1.11 **Reason For Sick Leave**: Sick Leave may be used when a faculty member is incapacitated due to illness or injury of for medical and dental appointments that could not be reasonably be set outside of scheduled working hours. Personal Necessity or Personal Business Leave may also be used for Bereavement Leave as outlined in this Article.

11.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE: Allowable leaves for industrial accident or illness shall be for a maximum of sixty days for each accident in any one fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District.

11.2.1 Limitations:

- 11.2.1.1 Allowable leave shall not be accumulated from year to year.
- 11.2.1.2 Allowable leave shall commence on the first day of absence.
- 11.2.1.3 Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity

payment granted the employee under Workman's Compensation laws, exceed the normal monthly salary.

11.2.1.4 Industrial accident or illness leave will be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

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

11.3 **EXTENDED LEAVE:** If the sixty-day leave of absence is exhausted and the employee is not medically able to return to work, he or she shall then be entitled to the provisions of Education Code Sections 87780, 87781, and 87786. If the employee continues to receive temporary disability indemnity, it will result in a payment to him or her of not more than his or her full salary.

11.3.1 **District Compensation:** The employee shall endorse to the District the temporary disability indemnity checks on account of his or her industrial accident or illness if during any pay period he or she receives full and regular pay from the District.

11.3.2 **Interstate Travel:** Any employee receiving benefits from industrial accident or illness leave may be absent from the State of California for not more than forty-eight hours, unless authorized by the Board of Trustees to travel outside the state.

11.3.3 **Doctor's Certification:** Employees requesting or claiming leave of absence for industrial accident or illness are required to provide doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District. (Education Code Section 87787).

11.4 **MATERNITY LEAVE:**

11.4.1 Pursuant to Education Code 87766, the District shall provide for leave of absence from duty for any academic employee of the district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

11.4.1.1 An employee shall report her condition to her supervisor and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth or recovery there from. Such notification shall occur within a reasonable period of time prior to the employee's first date of leave so that substitute services may be arranged and the educational program suffers the least interruption.

11.4.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

11.4.2.1 An employee shall report her disability to her supervisor as soon as possible so that substitute services may be arranged and the educational program suffers the least interruption.

11.4.2.2 When requesting disability leave lasting longer than 5 days related to pregnancy, an employee shall provide written documentation from her physician that she is disabled due to pregnancy under the same procedure as Article 11.1.6.

11.4.3 Except as provided herein, written and underwritten employment policies and practices of a community college district shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

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

11.4.5 **Extended Leave of Absence:** An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery there from, or beyond the termination of such disability or both, may request such leave in accordance with Board policy on extended leaves of absence. (Education Code Section 87766/Labor Code Section 1420.2)

11.5 **FAMILY AND MEDICAL LEAVE**

11.5.1 Family and medical leave will be granted in compliance with

current law. Family and medical leave is granted under federal law by the Family and Medical Leave Act (FMLA) and state law by the Moore-Brown-Roberti Family Rights Act (CFRA). Employees with at least 12 months of service and at least 1,250 hours of service during the previous 12 months have the right to take up to 12 weeks of unpaid leave during any 12-month period for family care and medical leave, which includes the following:

- Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee.
- Leave to care for a parent or a spouse who has a serious health condition.
- Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

Specific information may be obtained from the Human Resources Office.

11.5.2 During a Family Leave, a faculty member will continue to receive the same District-paid medical benefits as prior to the leave.

11.6 **PERSONAL NECESSITY LEAVE:** The Board shall, in accordance with the law and pursuant to the provisions of the policy, provide for an employee's absence for personal necessity while charging such absence to sick leave.

11.6.1 **Limits:** The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the number of sick days which may be used in any school year for personal necessity leave.

11.6.1.1 The total number of days used for personal necessity leave in any school year may not exceed six (6).

11.6.1.2 Request for personal necessity leave shall be made at least three (3) days in advance to his/her immediate supervisor who reserves the right to verify such request by any appropriate means.

11.6.2 **Exceptions to Advanced Notice:** Advance permission is not required in the following situations specified by law:

11.6.2.1 Death or serious illness of a member of his/her immediate family; or,

11.6.2.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

11.6.3 **Reason for Leave:** Personal necessity leave may be taken for the following reasons:

11.6.3.1 Serious illness of a member of the employee's immediate family;

11.6.3.2 Accident involving the employee's person or property;

11.6.3.3 Accident involving the person or property of a member of the employee's immediate family. Definition: Education Code Section 87788; or

11.6.3.4 Death of a member of the employee's immediate family for the time requested in excess of that specified by statute.

11.6.3.5 Weather or other conditions such as fire, snow, flooding or fog that prevents the employee from reporting to work due to road closure.

11.6.3.6 Other personal necessities or extraordinary events or circumstances, provided that under no circumstances shall leave be available solely for purposes of personal conveniences, for the extension of a holiday or vacation period, for matters which can be taken care of outside of work hours, for a job interview for a position outside of the District, or for recreational activities. If the District suspects abuse of this provision, the Superintendent/President or designee may require verification of the personal necessity or extraordinary event or circumstance.

11.6.4 **Compensation:**

Compensation for personal necessity leave shall be in accordance with the applicable provisions of the sick leave policy of this Board. (Education Code Section 87784).

11.7 **EXCEPTION:**

The Board reserves the right to grant leaves of absence, for the purposes not otherwise covered by Board policy, when, in the judgment of the District President, such action will be mutually beneficial to the employee and the college.

11.7.1 **Personal Business Leave:**

A unit member shall be entitled to five (5) days leave each school year for personal reasons subject to the following conditions:

11.7.1.1 This leave shall not be used for purposes of convenience for matters that can be taken care of outside of the normal work hours;

11.7.1.2 This leave must be taken in full hour increments and shall be limited to three (3) percent of the total number of unit members on any given date;

11.7.1.3 Unit members seeking this leave must file a written request stating the reasons for the request with the chief instructional officer for approval by the Superintendent/President one week in advance of such leave;

11.7.1.4 If the person applying for leave arranges for a substitute acceptable to the chief instructional officer the established substitute teacher daily rate will be paid to that person.

11.8 **FAMILY SICK LEAVE:** The District shall follow California Labor Law Section 233 (AB 109) and allow employees to use in any calendar year, not less than one-half of the employee's accrued and available sick leave to attend to the illness of a child, parent, or spouse of the employee.

11.9 **BEREAVEMENT LEAVE:** Every person employed by this community college district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or the governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used for this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the

employee, or any relative living in the immediate household of the employee. (Education Code Section 87788). An employee may also use available personal necessity leave and personal business leave to extend the bereavement leave set forth above.

11.10 COURT DUTY:

11.10.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the initiation of the faculty member.

11.10.2 Jury Duty: A leave of absence without loss of salary shall be granted to a faculty member who is officially called to jury duty. Juror's fees, exclusive of mileage, received by the faculty member shall be deposited to the credit of the District.

11.10.3 Court Appearances: For any necessary court or agency appearances, the faculty member may use available personal necessity leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

11.11 MILITARY LEAVE: Academic employees who enter the military service of the United States in California are entitled to a military leave.

11.11.1 Continuity: Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

11.11.2 Reinstatement Rights: Within six (6) months after an employee honorably leaves the service or has been placed on inactive duty, he or she shall, subject to the provisions of the Education Code 87832, be entitled to return to the position held at the time of entrance into the service, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the District.

11.11.3 Compensation: Academic employees ordered into military service are entitled to one-tenth of the annual salary established for the position if one year of service has been rendered to the District.

11.11.4 National Guard: Members of the National Guard are entitled to leave without regard to the length of their public service (Education Code Section 87832).

11.12 UNCOMPENSATED LEAVE: It is the policy of the Board that leaves of absence without pay not to exceed once a year may be granted by the Board upon the recommendation of the District President. Such leaves shall benefit the school and students of the District will normally be granted for a school year, July 1 through June 30.

11.12.1 Notice: If a person wishes to take a leave under this policy, a written request must be presented to the President's office at least four (4) months prior to the effective date of the leave whenever possible. It is a condition to the granting of an annual college year leave that the employee must notify the District in writing, not later than April 1, whether or not he/she intends to return the following fall. If no notification has been received by the District, the Board shall consider the instructor to have resigned his/her position.

11.12.2 Restrictions:

11.12.2.1 No leave shall be granted during the school year unless a satisfactory replacement can be obtained.

11.12.2.2 No salary increment shall be granted for time spent on annual leave. Upon his/her return to teaching, an employee's salary shall be one step higher than that received during his/her last full year of service.

11.12.2.3 A regular leave of absence may be granted only to those instructors who have achieved permanent status. Under extenuating circumstances and with the approval of the District President, the Board of Trustees may grant a regular leave to a probationary employee.

11.12.3 Paternity Leave: Faculty members shall be entitled to a maximum period of six (6) weeks of unpaid paternity leave as provided for in the Family and Medical Leave Act.

11.12.4 Adoption Leave: Faculty members shall be entitled to a maximum period of six (6) weeks of leave for the adoption of a child as provided for in the Family and Medical Leave Act.

11.12.3 Exception: The Board reserves the right to grant additional leaves of absence for purposes not otherwise covered by Board Policy, when in the judgment of the Board such action will mutually

benefit the employee and the College (Education Code Section 87763).

11.13 **PROFESSIONAL GROWTH LEAVE--Sabbatical:** Professional growth leaves may be granted for study and training, and for purposes deemed to be beneficial and in the best interest of the college district. Professional growth leave is a valuable means of furthering the educational growth of the staff, and is intended for this specific purpose. Plans setting forth the program of the applicant will accompany and be part of each letter of the application.

11.13.1 **Benefit to the District:** The Board of Trustees, upon the advice and recommendation of the Superintendent/President, may grant Professional Growth Leave to any academic employee who has qualified by submitting an acceptable plan of proposed activity to be carried on during the leave, which will be of benefit to the college district, and employed at least six consecutive years. Sabbatical leaves may be granted to an individual no more than once every six consecutive years.

11.13.2 **Eligibility:** An academic employee engaged in a full-time faculty assignment shall be eligible for a professional growth leave at any time it is deemed to be of benefit to the District.

11.13.3 **Duration:**

Such leaves may be granted for any period of time deemed to be beneficial to the District. Professional growth leaves shall not be considered as an interruption in service to the District, and such time shall be computed for normal progression on the salary schedule.

11.13.4 **Application Procedure:**

Application for professional growth leave, including plans, will be presented to the administration by February 1, preceding the school year in which the proposed leave is to begin. The District may waive this deadline if it is deemed to be in the best interests of the institution.

11.13.5 **Other Requirements:**

In order to be granted a professional leave, the academic employee must:

11.13.5.1 Render a period of service in the employ of the Board following his or her return from the leave of

absence which is equal to twice the period of the leave;

11.13.5.2 Post a bond indemnifying the Board against loss in the event the employee fails to render the agreed upon period of service following return from the leave; and,

11.13.5.3 Sign the contract of agreement for the professional growth leave.

11.13.6 **Exemptions:** If the leave itself or the return to post-leave service is interrupted or prevented by a serious accident, illness, or death, the terms of the leave shall not be considered violated.

11.13.7 **Stipend:** Pay for the sabbatical-leave time shall be calculated at fifty percent (50%) of the rate at which the employee would have been paid had he/she continued in normal service for one year, or seventy-five percent (75%) for one semester. However, if the leave is considered to be of considerable benefit to the District, as in the case of a training program or acquisition of knowledge or skills which shall benefit the program, the District may pay one hundred percent (100%) of salary for the period of the leave, plus tuition, books and other necessary expenses as deemed appropriate by the District.

ARTICLE XII

EVALUATIONS

12.1 Purpose

- 12.1.1 The purpose of the evaluation procedures set forth in this article is to assess the performance of contract and regular college faculty, with emphasis on strengthening of instruction and making recommendations toward continued employment.
- 12.1.2 The purpose of the evaluation procedure for part-time faculty is to assess professional performance of the instructor and to advise the faculty member of his/her professional strengths and weaknesses and to ensure that the part-time faculty member is teaching the course in a manner consistent with the official course outline of record and with the standards of the discipline and/or the department.
- 12.1.3 The District shares responsibility for the evaluation and assessment of performance of each faculty member with the faculty. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.

12.2 Definitions for Purposes of Evaluation

- 12.2.1 “**Academic year**” means that period between the first day of fall semester or quarter, and the last day of the following spring semester or quarter, excluding any intersession term. (Education Code 87601)
- 12.2.2 “**Contract faculty**” means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of Education Code Sections 87605, 87608(b), or 87608.5(b).
- 12.2.3 “**Regular faculty**” means a member of the bargaining unit who is employed on a regular basis in accordance with Education Code Sections 87608(c), 87608.5(c), or 87609(a).

12.3 Evaluation Process for Contract Instructional Faculty (tenure-track)

- 12.3.1 Written evaluation and assessment of performance shall take place at least once each academic year (Education Code 87663). Evaluations for contract faculty will occur only during the Fall Semester. However, contract faculty who start in the Spring Semester or are on leave or otherwise absent from the District at

least 75% of the Fall Semester may be evaluated during the semester in which they begin employment or return to work. The entire evaluation, including the final written report and final review meeting with the evaluatee, must be completed by the last day of the semester in which it was initiated. If, due to absence or illness, the administrator cannot complete any of their duties on the evaluation committee (including drafting the final written evaluation report), then the Vice-President or administrative designee will complete these duties. If an evaluation team member cannot complete any of their duties prior to the 10th week, a replacement shall be selected, using the procedure in Art. 12.3.3. If an academic evaluation team member cannot complete any of their duties after the 10th week, the evaluation committee shall proceed with two members. *(Revised October 2014)*

- 12.3.2** Student surveys, self-evaluations, and class observations will be completed between weeks six (6) and fourteen (14) of the semester. Evaluations shall be completed by the end of the semester in which they are initiated using the evaluation forms in Appendices E through G. The final evaluation form shall be summarized on the “Performance Evaluation Summary” form in Appendix H.
- 12.3.3** The evaluation team for full-time contract faculty should have the same members throughout the tenure process, and will be composed of the following: an instructional administrator (who shall act as the Committee Chair), and two full-time academic faculty members, one from the discipline in which the evaluatee teaches, or (if there are no other faculty in the discipline) in a closely related discipline, and one designated as an Academic Senate peer. (Any full-time contract or regular faculty member can serve as the Academic Senate peer). The two academic faculty members shall be selected by mutual agreement between the District and the Academic Senate President in consultation with the evaluatee. If mutual agreement cannot be reached, the Academic Senate President shall select the Academic Senate Peer and the District shall select the peer from the evaluatee’s discipline (or, if there are no other faculty in the discipline, from a closely related discipline). First year, contract faculty members will not be asked to serve on evaluation teams.
- 12.3.4** If an evaluation team member becomes unavailable for any reason during the tenure process, a temporary replacement shall be selected by mutual agreement between the District and the Academic Senate President. If mutual agreement cannot be reached, the replacement for the Academic Senate Peer shall be selected by the Academic Senate President and the replacement from the evaluatee’s discipline

(or, if there are no other faculty in the discipline, from a closely related discipline) shall be selected by the District. If the absent member of the original committee returns within one year or less, he/she will continue serving on the committee, replacing the temporary member. If the original committee member faculty member is unavailable for more than one year, the temporary member will become permanent.

12.3.5 The seven elected representatives of the Academic Senate will review the evaluation of probationary faculty members (including counselors and librarians) who are being recommended for tenure status in a closed session of the Academic Senate and make a report to the College President concerning the extent to which the Senate concurs with the evaluation report on tenure status. The District will provide all Performance Evaluation Summary Forms for each contract faculty member to the Academic Senate representatives. These forms, and all supplements (students evaluations, self-evaluations), will be provided to the Senate within one week after the start of the spring semester of the fourth evaluation year. *(Revised October 2014)*

12.3.6 The College President will make a tenure recommendation to the Board of Trustees in closed session by the February Board meeting of the fourth year of the contract faculty's employment. *(Added October 2014)*

12.3.7 The evaluation process will be carried out as follows for full-time instructional contract unit members:

12.3.7.1 If not unanimous, every evaluation will include a recommendation form for all contract faculty where each evaluation team member shall indicate his/her recommendation regarding the reemployment/tenure for the contract faculty member. The final evaluation report and recommendation form will include the individual recommendations as well as the majority recommendation from the evaluation committee.

12.3.7.1.1 In the case of a first year contract faculty member, the recommendation must award a second contract, grant tenure or terminate employment for succeeding year.

12.3.7.1.2 In the case of a second year contract faculty member, the recommendation must award a third contract (for the next two academic years),

grant tenure or terminate employment for the succeeding academic year.

12.3.7.1.2.1 In the case of the third year evaluation, the evaluation is used only to document the faculty's performance through their third year of probation. (Ed. Code §87663) *(Added October 2014)*

12.3.7.1.3 In the case of a fourth year contract faculty member, the recommendation must grant tenure or non-reemployment for the succeeding academic year. *(Revised October 2014)*

12.3.7.2 The evaluation team will meet with the evaluatee in a pre-observation meeting to discuss the entire process and to decide which evaluators will observe which classes. This pre-observation meeting must occur no later than by the fourth (4th) week of the fall semester. *(Revised October 2014)*

12.3.7.3 At the pre-observation meeting, each evaluating team member will schedule with the evaluatee the classes that will be observed. During the meeting, the evaluating team members will determine which team member observes which class, and when (date and time) the evaluator will observe the class. No evaluator will observe any classes without having scheduled that observation in advance. Observations will not take place during a scheduled examination date. *(Revised October 2014)*

12.3.7.3.1 For counselors, the team shall present the counselor with the self-evaluation form and discuss its expectations regarding the self-evaluation components. The team and the counselor will schedule a specific time for the observation of the counselor's duties and the specific member(s) of the team who will be observing him or her at that time. *(Added October 2014)*

12.3.7.4 Each member of the evaluation team shall observe at least one class. The evaluation team (including the administrator) will observe one class of each course in which that the faculty member teaches. All courses taught by the faculty member shall be observed.

12.3.7.4.1 For counselors each member of the team will observe the counselor being evaluated in a counseling session with at least one student. The student's written consent shall be obtained prior to the observation. *(Added October 2014)*

12.3.7.4.2 For librarians, by week 4 of the semester, the evaluation team shall meet with the librarian being evaluated prior to the evaluation to explain the process and expectations of the evaluation. At this meeting, the team shall present the librarian with the self-evaluation form and discuss its expectations regarding the self-evaluation components. The team and the librarian will schedule a specific time for the observation of the librarian's duties. Each member of the team will observe the librarian's duties. *(Added October 2014)*

12.3.7.5 Student evaluations will be considered as a part of the faculty evaluation process.

12.3.7.5.1 Frequency: Student evaluations will be obtained for each section taught by the faculty being evaluated. Student evaluations for those classes that are not observed by team members will be obtained by individuals other than faculty members (e.g., classified or administrative staff). *(Revised October 2014)*

12.3.7.5.2 The evaluatee will have the option of having student evaluation forms distributed at the beginning or end of class. The evaluator will hand out student evaluation forms, to be completed and collected during the absence of the evaluatee.

12.3.7.5.3 For counselors, student evaluations will be obtained from a Satisfaction Survey distributed to the students counseled by the counselor and will be a part of the counselor's evaluation. It is the responsibility of the Administrator of Student Services to provide these surveys to the counselors and arrange for a confidential drop box the students can access to deposit the finished forms. Counselors are responsible for

giving the survey forms to their students and directing the students to deposit finished forms in the drop box. *(Added October 2014)*

12.3.7.5.4 For librarians, student evaluations will be obtained from a Satisfaction Survey distributed to the students during library activities and available to all students who use the library and will be a part of the librarian's evaluation. It is the responsibility of the Administrator to provide these surveys to the librarian and arrange for a confidential drop box the students can access to deposit the finished forms. Librarians are responsible for giving the survey forms to their students and directing the students to deposit finished forms in the drop box. *(Added October 2014)*

12.3.7.6 The observing evaluator shall have access to, before or at the beginning of the observed class: 1: All teaching materials used for the class. 2: Course outlines. 3: Course syllabus. 4: Classroom handouts and sample tests. 5: Course textbook(s). These shall be considered by the evaluator as part of the evaluation. For online faculty, the evaluator shall be given access to all portions of the online class. *(Revised October 2014)*

12.3.7.7 The evaluating observers and the evaluating committee as a whole will review the instructor's grading patterns. Only distinct anomalies in individual grading patterns may be addressed. The evaluating committee will also consider the variety of teaching methods and techniques used in class, including the integration of instructional technology as appropriate.

12.3.7.8 **Retention rates:** To the extent available, assessment of retention rates will include data from census to the end of term, and a comparison of retention rates over six prior semesters. With respect to retention factors, only rates which deviate significantly from faculty averages may be addressed.

12.3.7.9 **Self-Evaluation:** The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual shall include any information and material he/she thinks relevant. He/she shall include such items as those below or others.

12.3.7.9.1 Improvement of instruction

- a. Course revisions
- b. Improvement in teaching technique and procedures
- c. Contributions to the department and program
- d. Drafting, measuring and assessing student learning outcomes as determined by the course outline of record. It is not intended that the faculty be evaluated on the results of the student learning outcomes, but that the instructor be evaluated on his or her participation in drafting, measuring, and assessing the student learning outcomes.
(Revised October 2014)

12.3.7.9.2 Discipline Related and Other Appropriate Professional service

- a. Participation in workshops and conferences
- b. Professional presentations and publications

12.3.7.9.3 Service

- a. College committees and service
- b. Community service relying on professional competence

12.3.7.9.4 Goals and Plans for the Future

It is the individual faculty member's responsibility to prepare, assemble and deliver the self-evaluation to the Chair of the Evaluation Committee. *(Revised October 2014)*

12.3.8 Evaluation Review:

- 12.3.8.1** Upon completion of observations and submission of all required documentation to the Evaluation Committee Chair, the Chair shall meet with the evaluating members of the committee for their input. The Chair of the Evaluation Committee will then prepare the Performance Evaluation Summary Form. The evaluation report shall reflect the opinion of all committee members. After the evaluation report is finalized, all committee members must sign off on it as an

accurate reflection of the opinions expressed. If there are discrepancies in the report, another meeting will be held by the evaluation committee to make any appropriate changes or additions. If the committee is not unanimous, refer to section 12.3.7.1. *(Revised October 2014)*

- 12.3.8.2** A copy of the completed, written evaluation shall be provided to the evaluatee at least 24 hours prior to meeting with the Evaluation Committee Chair.
- 12.3.8.3** The evaluatee will meet with the Evaluation Committee to review the results of the evaluation. At the request of the evaluatee, he/she may be accompanied to the evaluation conference by one other faculty member or a BCFA representative. *(Revised October 2014)*
- 12.3.8.4** The Committee and evaluatee and, if chosen, another faculty representative present at the conference, shall sign the final evaluation as an indication that the meeting took place. *(Revised October 2014)*
- 12.3.8.5** The evaluatee shall be provided an opportunity to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.
- 12.3.8.6** The evaluation report may include formal recognition of areas of exemplary performance or suggestions for improvement on the part of the evaluatee.
- 12.3.8.7** Faculty that receive an unsatisfactory evaluation rating shall receive a Performance Improvement Plan if the recommendation is to continue with their tenure track status. The Performance Improvement Plan will be included in the final written Evaluation and will be signed by all members of the evaluation committee. *(Revised October 2014)*
- 12.3.8.8** The appropriate college Vice President and Superintendent/President will conduct a final review of the evaluation. The final review is used to determine the employment status based on the recommendations and to approve the performance improvement plan if applicable. *(Added October 2014)*
- 12.3.8.9** The contents of performance evaluations shall not be subject to Article XIII, Grievance Procedure, of the Agreement.

12.4 Evaluation Process for Regular Faculty

The evaluation process for Regular Faculty (those who have been granted tenure) shall be the same as in Article 12.3 and all sub-articles except for the following:

12.4.1 Frequency of Evaluation

- 12.4.1.1** Regular faculty will be evaluated at least once every 3 years on the evaluation form found in Appendix E through I.
- 12.4.1.2** Regular Faculty will normally be evaluated only during the spring semesters. However, Regular Faculty who are scheduled for leave or otherwise absent from the District at least 75% of the Spring Semester during an evaluation year may be evaluated during the prior semester or the semester in which they return to work. The entire evaluation, including the final written report and final review meeting with the evaluatee, must be completed by the last day of the spring semester. If, due to absence or illness, the instructional administrator cannot complete any of their duties on the evaluation committee (including drafting the final written evaluation report), then the Vice-President or administrative designee will complete these duties. If an academic evaluation team member cannot complete any of their duties prior to the 10th week, a replacement shall be selected, using the procedure in Art. 12.3.3. If an academic evaluation team member cannot complete any of their duties after the 10th week, the evaluation committee shall proceed with two members. *(Revised October 2014)*
- 12.4.1.3** If in the college president's judgment, circumstances warrant evaluation other than the normal cycle, he or she may declare a special evaluation. At that time, the college president shall enumerate and describe the reasons for the special evaluation in writing to the faculty member. The college president shall provide notice to the Association President that a special evaluation has been declared. Such declaration shall not be arbitrary or capricious. *(Added October 2014)*
- 12.4.1.4** If the regular faculty member receives an unsatisfactory evaluation during his/her regularly scheduled evaluation or as part of a special evaluation call by the college president, the District/evaluation team shall provide the faculty member with

a Performance Improvement Plan and a reevaluation in the subsequent semester. After the completion of the reevaluation, the District may take such action as provided in Education Code section 87734. *(Added October 2014)*

12.5 Evaluation process for temporary/hourly faculty

12.5.1 Temporary/hourly faculty will be evaluated during their first semester of employment, and at least once during every six (6) semesters thereafter.

12.5.2 Student surveys, self-evaluations, and class observations will be completed between weeks six (6) and fourteen (14) of the semester. Evaluations shall be completed by the end of the semester in which they are initiated. If, due to absence or illness, the administrator cannot complete any of their duties on the evaluation committee (including drafting the final written evaluation report), then the Vice-President or administrative designee will complete these duties. If an academic evaluation team member cannot complete any of their duties prior to the 10th week, a replacement shall be selected, using the procedure in Art. 12.5.3. If an academic evaluation team member cannot complete any of their duties after the 10th week, the evaluation committee shall proceed with one member. *(Revised October 2014)*

12.5.3 Evaluations for temporary/hourly faculty shall be conducted by an educational administrator and a full-time faculty member in the discipline or (If there are no faculty in the discipline) closely related discipline. The faculty member on the evaluation team shall be chosen by mutual agreement between the District (the instructional administrator) and the Academic Senate President, who may consult with the temporary/hourly faculty member. Educational administrators may, but are not required to conduct classroom observations during temporary/hourly faculty evaluations. The full-time faculty evaluator shall be primarily responsible for conducting the classroom observations. *(Revised October 2014)*

Educational administrators will be responsible for compiling and reviewing the evaluation report based upon full-time faculty observations and other data indicated in section 12.3.7. Temporary/hourly faculty that receive an unsatisfactory evaluation will be contacted by the appropriate educational administrator to discuss the results of their evaluation, and shall receive a performance improvement plan. The use of technology, including video conferencing, may be used to facilitate this contract. A reevaluation will be scheduled in the subsequent semester they receive an assignment. Temporary/hourly faculty will be given a copy of their evaluation report. *(Revised October 2014)*

The selection of faculty peers will be conducted in the presence of the Senate President or their designee. Every attempt will be made to make sure that a full-time faculty member is not selected to serve on more than three (3) evaluation teams per semester (including both temporary/hourly and full-time faculty evaluations).

12.5.4 The educational administrator shall notify the temporary/hourly faculty member that he/she will be evaluated and specify the time frame of the evaluation. The administrator will inform the evaluatee of the name of the full-time faculty member or administrator who will be doing the observation and that this evaluator will be scheduling a classroom observation. The educational administrator will also inform the evaluatee of the requirements and process of the evaluation. *(Revised October 2014)*

12.5.5 Classroom and/or online observations for evaluating temporary/hourly faculty will be scheduled and conducted by the evaluator on the committee. The evaluatee shall be notified by the evaluator doing the evaluation and the observation shall be scheduled in advance. This observing member will gather the documents required from the temporary faculty member and prepare the written observation form.

12.5.6 The educational administrator will compile the observation forms and student evaluations and confer with the temporary faculty member regarding the results. If an in-person meeting cannot be achieved due to distance concerns, the temporary faculty member may be contacted via telephone or video conferencing. *(Revised October 2014)*

12.6 **Evaluation Forms:** Both the District and BCFA must approve any recommended changes before a new evaluation form is implemented. Agreed upon Evaluation Forms shall be contained in the appropriate Appendix.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 DEFINITIONS AND GUIDELINES:

- 13.1.1** A grievance is an allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of any of the provisions of this Agreement. If more than one faculty member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all faculty members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected faculty members. *(Revised October 2014)*
- 13.1.2** The District is not bound by any understandings with any employee, unless such understandings are specifically reduced in writing and signed by an authorized agent of each party. *(Revised October 2014)*
- 13.1.3** Academic year means the contractual employment year for the full-time faculty. The academic year does not include summer or other intersessions. *(Revised October 2014)*
- 13.1.4** A Grievant shall be an employee of the District who is a member of the unit. The Association may also be a grievant. *(Revised October 2014)*
- 13.1.5** A day for the purpose of this Article is any contractual employment day within the Academic Year, exclusive of Saturdays and Sundays. *(Revised October 2014)*

13.2 TIME LINE:

- 13.2.1** A grievance must be filed within 15 days of its occurrence or when the grievant reasonably could have known of the occurrence in order to be considered. *(Revised October 2014)*
- 13.2.2** A unit member or the involved administrative official may postpone the time line during approved leave periods by giving written notice to the other party.

13.2.2.1 In such cases, the time line will commence on the first scheduled workday after the leave period.
(Revised October 2014)

13.2.3 Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written District decision. (Added October 2014)

13.3 **PURPOSE:**

13.3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.

13.3.2 Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

13.3.3 The grievant may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the grievance and the resolution. (Revised October 2014)

13.3.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement.

13.3.5 If a grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Agreement, it shall not be subject to further arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

13.3.6 In the event a grievance is filed at such time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year, the time limits may be adjusted by mutual agreement so that the procedure may be completed

prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District. *(Revised October 2014)*

13.4 **PROCEDURE:**

A Grievance Form must be submitted to the District Officer handling the grievance at each level within contractual timelines. *(Revised October 2014)*

13.4.1 **Level One:** Within fifteen (15) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant will file the grievance with the administrator who was responsible for the act or omission being grieved. There shall be a meeting between said administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter. The administrator shall respond in writing within ten (10) days of the receipt of the form. In cases where the Level One administrator is the Vice President, the grievant shall proceed directly to Level Three. *(Revised October 2014)*

13.4.2 **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Vice President Academic Affairs or Student Services or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the receipt of the level one response or the expiration of ten (10) days following the informal discussion, whichever occurs first. *(Revised October 2014)*

13.4.2.1 Within ten (10) days after receipt of the grievance by the Vice President or his/her designee, he/she will meet with the grievant, and if requested by the grievant, the President of the Association or the President's designee, in an effort to resolve the grievance. *(Revised October 2014)*

13.4.2.2 The decision, including stated reasons for said decision, of the Vice-President or his/her designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two. *(Added October 2014)*

13.4.3 **Level Three** If the grievant is not satisfied with the disposition of the grievance at Level Two, or at Level One where the appropriate administrator at Level One is the Vice-President, the grievant may

file the grievance in writing with the Superintendent/ President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the response received at the immediately preceding level. *(Revised October 2014)*

13.4.3.2.1 Within ten (10) days after receipt of the written grievance by the District Superintendent/President of the college or his/her designee, he/she will meet with the aggrieved person, and if requested by the grievant, the President of the Association or the President's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the college's Superintendent/ President or the Superintendent/President's designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two. *(Added October 2014)*

13.4.4 Optional Level Four: Advisory Arbitration. If the Association is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the timeline, the Association may decide to take the grievance to Advisory Arbitration. *(Revised October 2014)*

13.4.4.1 Within ten (10) days of the Association's request for arbitration, the Association and the District shall mutually select an arbitrator. If no agreement is reached, the Association shall request a list of arbitrators from the State Mediation & Conciliation Service (SMCS). The parties shall select an arbitrator by striking names until only one remains. The parties shall determine who strikes first by coin toss. The Association and District shall each pay one half (1/2) of any charges required by the arbitrator. *(Revised October 2014)*

13.4.4.2 The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues the decision on which could dispose of all or part of the grievance. The parties may offer such evidence, including the testimony of witnesses under oath, as is relevant and

material to the dispute. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant. Conformity to legal rules of evidence shall not be necessary. *(Revised October 2014)*

13.4.4.3 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator at the same time as the ruling on the grievance based upon its merits. *(Revised October 2014)*

13.4.4.4 The arbitrator's advisory decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator may recommend remedies as she/he judges to be proper. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. *(Revised October 2014)*

13.4.4.5 The decision of the arbitrator shall be submitted to the Association and the College Superintendent/President. The College Superintendent/President shall either: (1) accept the arbitrator's decision with or without minor modifications; (2) remand the case back to the arbitrator to make additional findings or clarifications and re-submit the decision; or (3) reject the arbitrator's decision, independently review the record and render a final decision. The decision of the College Superintendent/President may be appealed to the Board of Trustees following the process in Article 13.4.5. *(Revised October 2014)*

13.4.4.6 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for release-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them. *(Revised October 2014)*

13.4.5 Level Five: Board of Trustees Appeal: If the grievant or Association is not satisfied with the disposition of the grievance at Level Three or at Optional Advisory Arbitration, or if no written decision has been rendered within five (5) days following the Level Three meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days submit the grievance on the appropriate form to the Board of Trustees. *(Revised October 2014)*

This appeal shall include a copy of the original grievance, the decisions rendered, and a statement of the reason(s) for appeal. The grievant and the District shall have an opportunity to present their respective cases during a regularly scheduled meeting of the Board of Trustees.

Where permitted by law, this discussion may occur in a closed session.

The Board shall inform the grievant, in writing, of its decision within twenty (20) days after hearing the grievance. This shall be the final step in the grievance procedure. *(Revised October 2014)*

ARTICLE XIV

RETIREMENT

14.1 **EXTENDED LEAVE PLAN:** The employee may request an indefinite leave to begin and terminate upon the mutual agreement of the employee of the District.

14.1.1 **Eligibility:** Any academic staff member who has been employed full-time by the District for 10 or more years and now has attained the age of 50 years may apply.

14.1.2 No salary will accrue; however, the staff member on extended leave may opt to teach on a pro rata pay basis for not more than 25% of a normal load in any given school year.

14.1.3 The employee on extended leave will receive the same fringe benefits and salary increase on pro rata basis as any full-time academic employee until the age of legal retirement.

14.1.4 Any qualified member of the academic staff may apply for the extended leave option prior to February 1 in any given year for the succeeding year. The District reserves the right to deny the request.

14.2 **EARLY RETIREMENT:**

14.2.1 Employees who have been employed by the District for at least 10 years and retire after the age of 54 shall be eligible to District sponsored medical insurance for the employee and their dependents until the early retiree becomes eligible for Medicare.
(Revised October 2014)

The District will pay the cost of premiums for medical, dental, and vision insurance for each bargaining unit member and their dependents, and life insurance for the bargaining unit member only. District and bargaining unit member contributions will be the same as those in Article 9.1 of this Agreement that are in place at the time of the bargaining unit member's retirement. The contribution amounts will remain in effect until the bargaining unit member is eligible for Medicare.

ARTICLE XV

SAVINGS PROVISION

15. If any provisions of this contract or any application thereafter to any unit employee or group of unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions of application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.



ARTICLE XVI

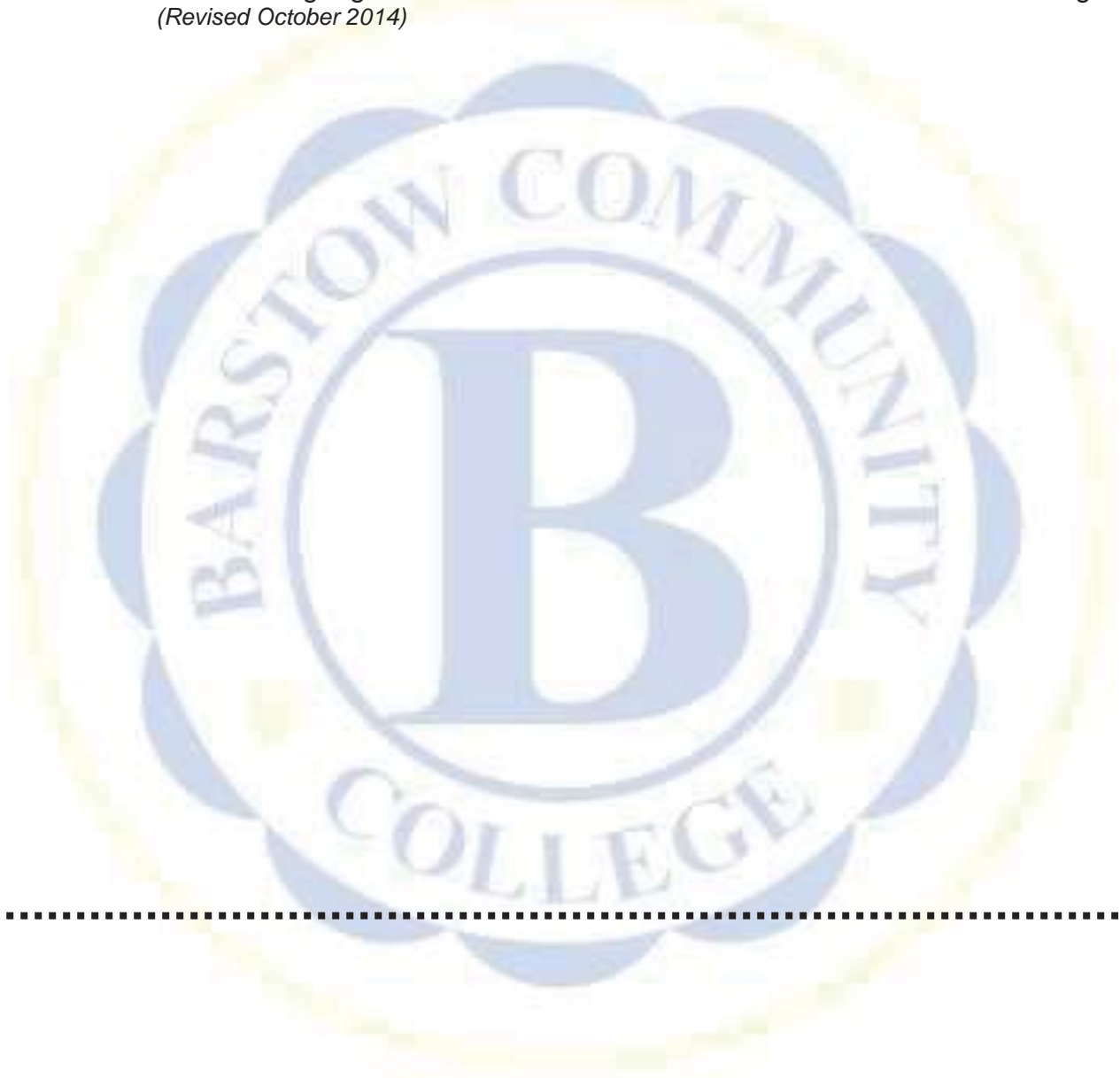
MAINTENANCE OF STANDARDS

- 16.1** It is agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.
- 16.2** Except as set forth in Article XVII, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

ARTICLE XVII

REOPENERS

- 17.1** In the spirit of positive labor relations, the District and BCFA agree to meet over issues arising from interpretation and application of this Agreement. Further, if both parties agree, any clarification or modification of current contract language will be documented in a Memorandum of Understanding.
(Revised October 2014)



APPENDIX

A	.	.	.	.	.	.	.	.	07/01/014 Salary Schedule
B	.	.	.	.	.	.	.	.	07/01/015 Salary Schedule
C	.	.	.	.	.	.	.	.	07/01/016 Salary Schedule
D	.	.	.	.	.	.	.	.	Counselor Evaluation Form
E	.	.	.	.	.	.	.	.	Counselor Self-Evaluation Form
F	.	.	.	.	.	.	.	.	Faculty Evaluation Form Part B
G	.	.	.	.	.	.	.	.	Faculty Evaluation Form Part B-1
H	.	.	.	.	.	.	.	.	Faculty Evaluation Form Part C
I	.	.	.	.	.	.	.	.	Faculty Evaluation Form Part D
J	.	.	.	.	.	.	.	.	Librarian Evaluation Form
K	.	.	.	.	.	.	.	.	Grievance Level I
L	.	.	.	.	.	.	.	.	Grievance Level II
M	.	.	.	.	.	.	.	.	Grievance Level III
N	.	.	.	.	.	.	.	.	Grievance Level IV
O	.	.	.	.	.	.	.	.	Grievance Level V

APPENDIX A
BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2014-2015
Effective July 1, 2014

Column	"A"	"B"	I	II	III	IV	V	VI		
STEP	AA/AS + 6 Yrs. Exp.	BA/BS + 2 Yrs. Exp	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	47,812	50,013	52,214	54,415	56,616	58,817	61,019	63,019	ASSISTANT PROFESSOR
	2	50,013	52,214	54,415	56,617	58,817	61,019	63,220	65,220	
	*3	52,214	54,415	56,616	58,817	61,019	63,220	65,421	67,421	
	4	54,415	56,616	58,817	61,019	63,220	65,421	67,622	69,622	
	5	56,616	58,817	61,019	63,219	65,421	67,622	69,823	71,823	
ASSISTANT PROFESSOR	6	58,817	61,019	63,220	65,421	67,622	69,823	72,024	74,024	ASSOCIATE PROFESSOR
	7	61,019	63,220	65,421	67,622	69,823	72,024	74,225	76,225	
	8	63,220	65,421	67,622	69,823	72,024	74,225	76,426	78,426	
	9		67,622	69,823	72,024	74,225	76,426	78,627	80,627	
	10		69,823	72,024	74,225	76,426	78,627	80,828	82,828	
	11			74,225	76,426	78,627	80,828	83,029	85,029	PROFESSOR
**12			76,426	78,627	80,828	83,029	85,230	87,230		
	13		78,627	80,828	83,029	85,230	87,431	89,431		
	14		80,828	83,029	85,230	87,431	89,632	91,632		
	15		83,029	85,230	87,431	89,632	91,833	93,833		
	16		85,230	87,431	89,632	91,833	94,035	96,035		
	17		87,431	89,633	91,833	94,035	96,236	98,236		
	18		89,632	91,833	94,035	96,236	98,437	100,437		
	19				96,236	98,437	100,638	102,638		
	20						102,839	104,839		

An additional \$1250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$1250 as of 10/20/14, shall receive the additional Master's stipend.

* Teachers with provisional Credentials shall not proceed beyond Step 3.

** Maximum starting salary.

Adjunct faculty hourly rates:	January 1, 2015	July 1, 2015	July 1, 2016
	\$49/hr	\$50/hr	\$51/hr
Full Time Faculty Overload Hourly Rate *	January 1, 2015	July 1, 2015	July 1, 2016
	\$41/hr	\$42/hr	\$43/hr

BCFA Collective Bargaining Agreement

July 1, 2014 - June 30, 2017

APPENDIX B
BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2015-2016
Effective July 1, 2015

Column	"A"	"B"	I	II	III	IV	V	VI		
STEP	AA/AS + 6 Yrs. Exp.	BA/BS + 2 Yrs. Exp.	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	48,768	51,013	53,259	55,503	57,749	59,994	62,239	64,279	ASSISTANT
	2	51,013	53,259	55,504	57,749	59,994	62,239	64,484	66,524	
	*3	53,259	55,504	57,749	59,994	62,239	64,484	66,729	68,769	PROFESSOR
	4	55,503	57,749	59,994	62,239	64,484	66,729	68,974	71,014	ASSOCIATE
	5	57,749	59,994	62,239	64,484	66,729	68,974	71,219	73,259	
ASSISTANT PROFESSOR	6	59,994	62,239	64,484	66,730	68,974	71,219	73,464	75,504	ASSOCIATE
	7	62,239	64,484	66,729	68,974	71,219	73,464	75,709	77,749	
	8	64,484	66,729	68,974	71,220	73,464	75,709	77,955	79,995	PROFESSOR
	9		68,974	71,219	73,464	75,709	77,955	80,200	82,240	
	10		71,219	73,464	75,710	77,955	80,200	82,445	84,485	PROFESSOR
	11			75,709	77,955	80,200	82,445	84,690	86,730	
	**12			77,955	80,199	82,445	84,690	86,935	88,975	
	13			80,200	82,445	84,690	86,935	89,180	91,220	
	14			82,445	84,689	86,935	89,180	91,425	93,465	
	15			84,690	86,935	89,180	91,425	93,670	95,710	
16			86,935	89,180	91,425	93,670	95,915	97,955		
17			89,180	91,425	93,670	95,915	98,160	100,200		
18			91,425	93,670	95,915	98,160	100,405	102,445		
19					98,160	100,405	102,651	104,691		
20							104,896	106,936		

An additional \$1250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$1250 as of 10/20/14, shall receive the additional Master's stipend.

* Teachers with provisional Credentials shall not proceed beyond Step 3.

** Maximum starting salary.

Adjunct faculty hourly rates:	January 1, 2015	July 1, 2015	July 1, 2016
	\$49/hr	\$50/hr	\$51/hr

Full Time Faculty Overload	January 1, 2015	July 1, 2015	July 1, 2016
Hourly Rate *	\$41/hr	\$42/hr	\$43/hr

APPENDIX C
BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
2016-2017
Effective July 1, 2016

Column	"A"	"B"	I	II	III	IV	V	VI		
STEP	AA/AS + 6 Yrs. Exp.	BA/BS + 2 Yrs. Exp.	M.A.	M.A. with B.A. Plus 45 Sem. Units	M.A. with B.A. Plus 60 Sem. Units	M.A. with B.A. Plus 75 Sem. Units	M.A. with B.A. Plus 90 Sem. Units	Ph.D.		
INSTRUCTOR	1	49,744	52,034	54,324	56,613	58,904	61,194	63,484	65,564	ASSISTANT PROFESSOR
	2	52,034	54,324	56,614	58,904	61,194	63,484	65,774	67,854	
	*3	54,324	56,614	58,904	61,193	63,484	65,774	68,064	70,144	
	4	56,613	58,904	61,194	63,484	65,774	68,064	70,354	72,434	ASSOCIATE PROFESSOR
	5	58,904	61,194	63,484	65,774	68,064	70,354	72,644	74,724	
ASSISTANT PROFESSOR	6	61,194	63,484	65,774	68,064	70,354	72,644	74,934	77,014	ASSOCIATE PROFESSOR
	7	63,484	65,774	68,064	70,354	72,644	74,934	77,224	79,304	
	8	65,774	68,064	70,354	72,644	74,934	77,224	79,514	81,594	PROFESSOR
	9		70,354	72,644	74,934	77,224	79,514	81,804	83,884	
	10		72,644	74,934	77,224	79,514	81,804	84,094	86,174	
	11			77,224	79,514	81,804	84,094	86,384	88,464	PROFESSOR
	**12			79,514	81,803	84,094	86,384	88,674	90,754	
	13			81,804	84,094	86,384	88,674	90,964	93,044	
	14			84,094	86,383	88,674	90,964	93,254	95,334	
	15			86,384	88,674	90,964	93,254	95,544	97,624	
16			88,674	90,963	93,254	95,544	97,834	99,914		
17			90,964	93,254	95,544	97,834	100,124	102,204		
18			93,254	95,543	97,834	100,124	102,414	104,494		
19					100,124	102,414	104,704	106,784		
20							106,994	109,074		

An additional \$1250 will be paid for a second Master's degree in an area and/or subject which differs from the area and/or subject of the first Master's degree. Only full-time faculty receiving the additional \$1250 as of 10/20/14, shall receive the additional Master's stipend.

* Teachers with provisional Credentials shall not proceed beyond Step 3.

** Maximum starting salary.

Adjunct faculty hourly rates:	January 1, 2015	July 1, 2015	July 1, 2016
	\$49/hr	\$50/hr	\$51/hr
Full Time Faculty Overload	January 1, 2015	July 1, 2015	July 1, 2016
Hourly Rate *	\$41/hr	\$42/hr	\$43/hr

**APPENDIX D
COUNSELOR EVALUATION FORM**

Name: _____ Position: Counselor Date: _____

Faculty Member's Status:

Contract

Standing for Tenure

Tenured

Evaluation Time Frame:

Evaluation Period _____

Date of Initial Meeting _____

Date Final Evaluation is Reviewed with Instructor _____

Date Performance Evaluation Report sent to HRDO _____

Evaluation Team:

Administrator: _____

Discipline Peer: _____

Academic Senate Peer: _____



SECTION I – JOB REQUIREMENTS (Based on Job Description)		
TASK	RATING	COMMENTS
Provide counseling, career guidance and advisement.		
Help students identify, mitigate, and/or remove whatever factors exist as an impediment to success.		
Participate in registration, student orientation sessions, classroom presentation, assessment interpretations and outreach activities.		
Use microcomputer and related software programs to access student information/records.		
Prepare and maintain Education Plans for Associate Degree/Certificate/Transfer students being advised.		

SECTION II – PROFESSIONAL SKILLS AND KNOWLEDGE (Based on previously approved evaluation criteria)		
TASK	RATING	COMMENTS
Understands the role and responsibility of the counselor.		
Competency in counseling functions to include military equivalency, transcript evaluation, graduation planning and evaluation, the transfer process, etc.		
Has a knowledge of community and other referral sources.		
Demonstrates rapport with students.		
Professional strengths.		
Faculty and staff relationships.		
Counseling skills (Sections II & III of student survey to be included in this rating)		

SECTION III – INDIVIDUAL AND PROFESSIONAL DEVELOPMENT

TASK	RATING	COMMENTS
Attends conferences and workshops (i.e. CSU/UC transfer, military, VA, athletic, matriculation, etc.) and provides written report of essential information. Reports to be attached to the self-evaluation.		
Attends at least one of the following each fall and spring term: board meeting, all-college meeting, curriculum committee meeting, academic senate meeting)		
Service to the College (College committee, club advisor, etc.)		
Attends/supports student activities such as intercollegiate sports, theater/drama activities, honors day, etc.		
Serves as an assigned division member.		
Professional Enrichment (Reading professional literature, training, workshops, etc.)		

SECTION IV – General Objective

TASK	RATING	COMMENTS
Log individual student contacts (measured proportionately with enrollment)		
Initiate graduation petitions for eligible students (measured proportionately with enrollment)		
Provide in-service training at counselor meetings to resolve issues or present new information of interest to the profession.		

SECTION V – STUDENT EVALUATIONS

TASK	RATING	COMMENTS

SECTION VI – COMMENDATIONS AND RECOMMENDATIONS

<p>COMMENDATIONS:</p>		
<p>RECOMMENDATIONS:</p>		

SECTION VI – COMMITTEE ACTION

Recommendation (Contract Employees Only):

1st Year Contract Employee (Art. 12.3.5.1):

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 2 nd Contract					
Grant Tenure					
Terminate Employment					

2nd Year Contract Employee (Art. 12.3.5.2):

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Superintendent/ President
Award 3 rd Contract (Two Year)					
Grant Tenure					
Terminate Employment					

4th Year Contract Employee (Art. 12.3.5.3):

	Peer (Disc.)	Peer (Acad. S.)	VP Student Services	Evaluation Committee	Academic Senate	Superintendent/ President
Grant Tenure						
Terminate Employment						

Instructor Signature: _____ **Date:** _____

Instructional Administrator: _____ **Date:** _____

Peer (Discipline): _____ **Date:** _____

Peer (Academic Senate): _____ **Date:** _____

Academic Senate President: _____ **Date:** _____

VP of Student Services: _____ **Date:** _____

Superintendent/President: _____ **Date:** _____

This certifies that I have read my evaluation. I will will not be attaching a letter of explanation/justification.

Counselor

SECTION VII – REVIEWER CERTIFICATION

I have reviewed this evaluation and discussed it with the immediate supervisor.

- () I concur with the ratings and conclusion of the immediate supervisor and will provide comments as to the performance of this employee. (Optional)
- () I do not concur with the ratings and conclusions of the immediate supervisor and will provide comments as to the reason for my non-concurrence. (Required)

Superintendent/President _____ Date _____

SECTION VIII – ACTIONS

Date received by Vice President, Human Resources: _____

Date forwarded to Superintendent/President's Office: _____

Date of Board Action (approval/disapproval): _____

3 = Excellent – Exceeds expectations

2 = Satisfactory – Meets expectations

1 = Unsatisfactory – Does not meet expectations. Needs improvement.



APPENDIX E

COUNSELOR SELF-EVALUATION

Counselor: _____
Please Print _____ Date: _____

Please comment on each of the following in a way such that the committee can clearly see both your commitment to the profession and to students.

1. Provide counseling, career guidance, and advisement.
2. Help students identify, mitigate, and/or remove whatever factors exist as an impediment to success.
3. Participate in registration, student orientation sessions, classroom presentation, assessment interpretations and outreach activities.
4. Use microcomputer and related software programs to access student information/records.
5. Preparation and maintenance of Education Plans for Associate Degree/Certificate/transfer students being advised.
6. Understands the role and responsibility of the counselor.
7. Competency in counseling functions to include military equivalency, transcript evaluation, graduation planning and evaluation, the transfer process, etc.
8. Has knowledge of community and other referral sources.
9. Demonstrates rapport with students.
10. Professional strengths.
11. Faculty and staff relationships.
12. Counseling skills (Sections II and III of student survey to be included in this rating).
13. Attends conferences and workshops (i.e. CSU/UC transfer, military, VA athletic, matriculation, etc.) and provides written report of essential information. Reports to be attached to the self-evaluation.
14. Attends at least one of the following each fall and spring term: board meeting, all-college meeting, curriculum committee meeting, academic senate meeting).
15. Service to the college (college committee, club advisor, etc.)
16. Attends/supports student activities such as intercollegiate sports, theatre/drama activities, honors day, etc.)

17. Serves as an assigned division member.
18. Professional Enrichment (reading professional literature, trainings, workshops, etc.)
19. Log individual student contacts, measured proportionately with enrollment.
20. Initiate graduation petitions for eligible students, measured proportionately with enrollment.

Provide in-service training at counselor meetings to resolve issues or present new information of interest to the profession.



APPENDIX F

INSTRUCTOR EVALUATION FORM PART B – CLASSROOM OBSERVATION

Name of instructor being evaluated:

Class being observed:

Date of observation:

Observation conducted by:

1. Is the course content presented according to the course outline and syllabus of record?
Are the course outline and syllabus updated and on file with the Instruction Office?
2. How is classroom presentation skillfully organized?
3. How does the instructor exhibit expertise and currency in teaching fields?
4. How does the instructor stimulate interest among students for subject content?
5. In what way does the instructor use a variety of teaching techniques, including hand-outs?
6. Are classroom activities, assignments, and exams appropriate for the level (transfer, associate degree applicable, basic skills) of the course?
7. What is the evidence that the instructor works in a spirit of cooperation to develop and maintain a collegial classroom atmosphere?
8. In what ways does the instructor exhibit enthusiasm for subject matter and for teaching?
9. Other observations or comments:

APPENDIX G

*INSTRUCTOR EVALUATION FORM
PART B (1) – ONLINE CLASS OBSERVATION*

1. Is the course syllabus consistent with College requirements for online classes?
2. Is the content of lessons comparable in substance, length, and complexity to similar classes that are taught “live”?
3. Do the discussion questions stimulate critical thinking on the part of students?
4. Is the instructor’s participation in online discussions sufficient, both in terms of frequency and content? (Instructor participates in each discussion question assigned; instructor’s input encourages students to think critically).
5. Is the course compliant with ADA regulations for handicapped accessibility? (consult with access specialist to respond to this item)
6. Is there evidence that the course is designed and delivered in a manner that facilitates student learning at or above the level achievable through conventional, live instruction?

APPENDIX H

*INSTRUCTOR EVALUATION FORM
PART C – SELF-EVALUATION*

Name:

Date:

I. Improvement of Instruction

A. Course Revisions

1. Accomplishments during review period
Objectives for next review period

B. Improvement in Teaching Technique and Procedure

1. Accomplishments during review period
Objectives for next review period

C. Contributions to Department and Program Development

1. Accomplishments during review period
Objectives for next review period

II. Professional Service and Development

A. Membership and Service to Professional Organizations

1. Accomplishments during review period
Objectives for next review period

B. Participation in Workshops and Conferences, Professional Presentations, and Publications

1. Accomplishments during review period
Objectives for next review period

III. Service

A. College Committees and Service

1. Accomplishments during review period
Objectives for next review period

B. Community Service Relying on Professional Competence

1. Accomplishments during review period
Objectives for next review period

IV. Goals and Plans for the Future

APPENDIX I

INSTRUCTOR EVALUATION FORM
PART D - PERFORMANCE EVALUATION SUMMARY

Date

Name: _____ Department: _____

Faculty Member's Status:

Contract Standing for Tenure Tenured

Evaluation Time Frame:

Evaluation Period _____

Date of Initial Meeting _____

Date Final Evaluation is Reviewed with Instructor _____

Date Performance Evaluation Report sent to HRDO _____

Evaluation Team:

Administrator:

Discipline Peer:

Academic Senate Peer:

CRITERION COMMENTS

Classroom Performance:

Student Evaluations:

Self-Evaluation:

Assistance to Students:

Student Achievement:

Grading Practices:

Textbook/Materials:

Class Handouts:

Record Keeping/Reports:

College Activities:

Community Activities:

Suggestions:

Overall Evaluation:

Recommendation (Contract Employees Only):

1st Year Contract Employee (Art. 12.3.5.1):

	Peer (Disc.)	Peer (Acad. S.)	Dean	VP Academic Affairs	<u>Evaluation Committee</u>	Superintendent/ President
Award 2 nd Contract						
Grant Tenure						
Terminate Employment						

2nd Year Contract Employee (Art. 12.3.5.2):

	Peer (Disc.)	Peer (Acad. S.)	Dean	VP Academic Affairs	<u>Evaluation Committee</u>	Superintendent/ President
Award 3 rd Contract (Two Year)						
Grant Tenure						
Terminate Employment						

4th Year Contract Employee (Art. 12.3.5.3):

	Peer (Disc.)	Peer (Acad. S.)	Dean	VP Academic Affairs	<u>Evaluation Committee</u>	Academic Senate	Superintendent/ President
Grant Tenure							
Terminate Employment							

Pursuant to Section 12.10 of the Collective Bargaining Agreement, "The employee shall be provided an opportunity to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation".

This report has been shown to and discussed with me.

Instructor Signature: _____ Date: _____

Instructional Administrator: _____ Date: _____

Peer (Discipline): _____ Date: _____

Peer (Academic Senate): _____ Date: _____

Academic Senate President: _____ Date: _____

VP of Academic Affairs: _____ Date: _____

Superintendent/President: _____ Date: _____

APPENDIX J

ACADEMIC STAFF PERFORMANCE EVALUATION

Date

Name: _____ Position: Librarian Date: _____

Faculty Member's Status:

Contract Standing for Tenure Tenured

Evaluation Time Frame:

Evaluation Period _____

Date of Initial Meeting _____

Date Final Evaluation is Reviewed with Instructor _____

Date Performance Evaluation Report sent to HRDO _____

Evaluation Team:

Administrator: _____

Discipline Peer: _____

Academic Senate Peer: _____

LIBRARIAN EVALUATION FORM

Name _____

Date _____

RATINGS: E = Excellent

S = Satisfactory

RI = Requires Improvement

No.	CRITERION	RATING	COMMENTS
1	Assumes responsibility for the daily operation of the Library and supervision of staff.		
2	Implements the collection development process.		
3	Provides reference and circulation services as needed.		
4	Assumes primary responsibility for cataloging print and non-print materials.		
5	Maintains records and statistics and submits reports as required.		
6	Assists in the preparation of the Library budget.		
7	Provides bibliographic instruction upon request.		

8	Promotes and implements mediated instruction, interactive media conferencing and other related emerging technologies.		
9	Represents the Library as a member of college-wide committees.		
10	Promotes a Library atmosphere conducive to study, research, and reading.		

Recommendation (Contract Employees Only):

1st Year Contract Employee (Art. 12.3.5.1):

	Peer (Disc.)	Peer (Acad. S.)	VP Academic Affairs	<u>Evaluation Committee</u>	Superintendent/ President
Award 2nd Contract					
Grant Tenure					
Terminate Employment					

2nd Year Contract Employee (Art. 12.3.5.2):

	Peer (Disc.)	Peer (Acad. S.)	VP Academic Affairs	<u>Evaluation Committee</u>	Superintendent/ President
Award 3rd Contract (Two Year)					
Grant Tenure					
Terminate Employment					

4th Year Contract Employee (Art. 12.3.5.3):

	Peer (Disc.)	Peer (Acad. S.)	VP Academic Affairs	<u>Evaluation Committee</u>	Academic Senate	Superintendent/ President
Grant Tenure						
Terminate Employment						

Signature of Instructional Administrator

Date

Signature of Academic Senate Peer

Date

Signature of Discipline Peer

Date

Signature of Academic Senate President

Date

Signature of Superintendent/President

Date

***This report has been shown to and discussed with me.**

Signature of Librarian

Date

**Pursuant to Section 12.6.6 of the BCFA Collective Bargaining Agreement, "The employee shall be provided an opportunity to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation."*

APPENDIX K

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level One**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. The BCFA Grievance Officer will assist faculty members in the preparation of grievance materials, at the request of the grievant. This completed form must be submitted to the District Officer occasioning the Grievance. The completed form must be submitted to the District within the contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.1 Within fifteen (15) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant will file the grievance with the administrator who was responsible for the act or omission being grieved. There shall be a meeting between said administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the act or omission giving rise to the grievance. Include in your description the relevant circumstances, the specific BCFA Agreement section allegedly violated, and the specific remedy sought.

Date discussion occurred with the District Officer occasioning the grievance _____

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX L

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Two**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant's summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.2 If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Vice President Academic Affairs or Student Services or his/her designee, and with the President of the Association or the President's designee

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Date completed form was received by the President's Office _____

The decision, including stated reasons for said decision, of the Vice-President or his/her designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Two.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX M

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Three**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant's summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.3 If the grievant is not satisfied with the disposition of the grievance at Level Two, or at Level One where the appropriate administrator at Level One is the Vice-President, the grievant may file the grievance in writing with the Superintendent/ President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the response received at the immediately preceding level.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Date completed form was received by the President's Office _____

The decision, including stated reasons for said decision, of the college's Superintendent/ President or the Superintendent/President's designee, shall be presented to the grievant and the President of the Association in writing within five (5) days following the meeting at Level Three.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX N

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Four**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant's summary of the discussion from Level One must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.4 Advisory Arbitration. If the Association is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the timeline, the Association may decide to take the grievance to Advisory Arbitration.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

Within ten (10) days of the Association's request for arbitration, the Association and the District shall mutually select an arbitrator. If no agreement is reached, the Association shall request a list of arbitrators from the State Mediation & Conciliation Service (SMCS). The parties shall select an arbitrator by striking names until only one remains. The parties shall determine who strikes first by coin toss. The Association and District shall each pay one half (1/2) of any charges required by the arbitrator.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX O

**BARSTOW COMMUNITY COLLEGE
FACULTY GRIEVANCE FORM – Level Five**

The faculty grievance procedure is described in Article XIII of the BCFA Agreement. A copy of the original grievance and the grievant's summary of the discussion at Level One and a copy of the grievance form and the written response from the District at Level Two must be attached to this completed form and submitted within contractual timelines.

PROCEDURE

Article XIII – Grievance Procedure

13.4.5 If the grievant or Association is not satisfied with the disposition of the grievance at Level Three or at Optional Advisory Arbitration, or if no written decision has been rendered within five (5) days following the Level Three meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days submit the grievance on the appropriate form to the Board of Trustees.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

The Date Grievant Became Aware of the Act or Omission Giving Rise to the Grievance

Briefly describe the reasons for appeal of the decision from Level One. Include the specific remedy sought.

The Board shall inform the grievant, in writing, of its decision within twenty (20) days after hearing the grievance. This shall be the final step in the grievance procedure.

Received _____ on _____ by _____
Division Date Initials of Recipient

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT
AND
BARSTOW COLLEGE FACULTY ASSOCIATION**

October 14, 2014

The Barstow Community College District ("District") and Barstow College Faculty Association ("BCFA") agree to create an ad hoc committee consisting of the following members: one faculty member from each division (total of three) selected by BCFA; the Academic Senate President (or designee); and three administrators selected by the District to explore and research the reinstatement of Division Chairs. Topics to be reviewed shall include:

Number of Chairs;

How Disciplines would be divided among the Chairs;

Responsibilities of Chairs;

Appropriate amount of release time and/or extra days;

Selection/removal process;

Length of term;

Evaluation;

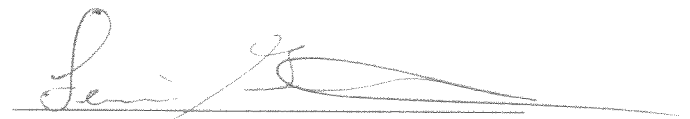
Other items that arise during the course of the committee's research.

This committee shall meet starting in the Fall Semester 2014 and finalize its research and submit a written executive summary by the end of Fall Semester 2015 to the BCFA President and the College Superintendent-President.

This Memorandum of Understanding will remain in effect until completion of the research process or the end of the Fall Semester 2015 whichever occurs first.



Vice President of Human Resources



BCFA President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT
AND
BARSTOW COLLEGE FACULTY ASSOCIATION**

October 20, 2014

The Barstow Community College District ("District") and Barstow College Faculty Association ("BCFA") agree to create a Compressed Calendar Committee which is an ad hoc sub-committee of the Calendar Committee consisting of the following members:

- CSEA President or designee
- BCFA President or designee
- Academic Senate President
- Vice President of Academic Affairs
- Vice President of Student Services
- Vice President of Administrative Services
- Curriculum Chair
- Director of Enrollment Management
- Webmaster
- Counselor
- Student representative

Committee's Charge: to explore and research a Compressed (less than 17.5 week semester) Calendar. Topics to be reviewed shall include:

- Student Success Data
- Review of relevant Title 5
- Review of academic calendars, scheduling, and related topics
- Term start and end dates
- Summer School
- Intersession
- Load
- Registration periods
- Course scheduling
- Workload for support staff
- Student Contact Hours and FTES computations
- Financial impact
- Other items that arise during the course of the committee's research

This committee shall meet beginning Fall 2014 with the intent of reporting its' findings to the Calendar Committee and the participatory governance process by the end of Fall 2015 for consideration in determining if a compressed calendar is in the best interest of the District.

This Memorandum of Understanding will remain in effect until completion of the research process.


Vice President of Human Resources


BCFA President