AGREEMENT

BETWEEN

FEATHER RIVER FEDERATION OF TEACHERS
ASSOCIATE FACULTY CHAPTER, AFT/CFT AFL-CIO

AND

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

JULY 1, 2018 TO JUNE 30, 2021
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ARTICLE 1
RECOGNITION

A. The District recognized the Federation as the sole and as the exclusive representative for the bargaining unit whose membership is composed of all part-time, hourly-paid faculty, including but not limited to, those whose contractual obligation is greater than .1 full-time equivalent (FTE) up to .67 FTE per semester. Excluded: All other District employees including but not limited to all full-time probationary and regular tenure track-faculty, all part-time faculty employees less than or equal to .1 FTE; all substitute teachers; and all supervisory, managerial and/or confidential employees as defined by the Educational Employment Relations Act (EERA).

B. If any new part-time certificated positions, except those excluded above, are established during the term of this contract, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new positions, it may be submitted by either party to the PERB for its ruling.

ARTICLE 2
SUPPORT OF AGREEMENT

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

B. The Federation agrees not to negotiate with any other organization or with any person not officially designated by the District as its representative for the purpose of collective bargaining.

ARTICLE 3
FEDERATION RIGHTS

A. Legal, Unrestricted and Non-confidential Information

The Board Agent will provide, upon reasonable request, to the Federation, legal, unrestricted, and non-confidential information relevant to its representation of the bargaining unit. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.

B. Board Policies

The District shall provide the Federation with one (1) book of the FRCCD Policy and Procedures Manual. During the term of this Agreement, the District shall provide copies to the Federation of any changes, additions, alterations, or deletions to this book.
C. Minutes

The District shall furnish the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or material as defined by applicable law upon request.

D. Facilities Usage

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

E. Copies of this Agreement

Copies of this Agreement shall be printed at the expense of the District and distributed within thirty (30) working days. The District shall distribute a copy for new employees as part of their employment packet materials.

F. Federation/District Consultation

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

G. Professional Dues and Payroll Deductions

1. The District shall, upon proper receipt of authorization request, deduct from the salary warrants of certificated faculty the following:

   a. State and Federal required deductions.

   b. Dues to the Feather River Federation of Teachers, including dues to the AFT and AFL-CIO.

2. The Board shall deduct from the pay of each member of the bargaining unit from which it receives written authorization to do so, the required amount of dues to the Federation. When instructed to do so, the Board shall deduct one-tenth (1/10) such dues from the regular salary check of the faculty member for ten (10) months.
 Article 3

H. Organizational Security

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

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

Option #1: Federation dues and assessments payable monthly to the Federation.

Option #2: Except as provided elsewhere in this Article, all certificated employees who are not dues paying members of the Federation shall pay a service fee equal to monthly dues and assessments payable monthly to the Federation.

Option #3: Any certificated employee who has religious objections to joining or financially supporting an employee organization, and who so affirms in writing to the parties to this Agreement (and subject to review by FRCFT) shall, in lieu of Federation membership dues and assessments or a service fee, have an equal amount deducted from their monthly paycheck, with such deduction deposited to a scholarship fund established by the Federation. Previous or current membership in, or current financial support of, any employee organization or other faculty organization whose purpose is to represent employees regarding matters related to wages, hours, or working conditions (e.g., FACCC) shall automatically disqualify an employee from participating in Option #3.

2. The District shall begin making deductions from the monthly paychecks of each certificated employee, in accordance with the provisions of this article, at the end of the month following a certificated employee's initial employment by the District.

3. Upon receipt of individual deduction authorization forms from Federation members choosing Option #1 above, the District shall deduct from each such employee’s monthly paycheck the amount of Federation dues and assessments as specified therein. The Federation shall provide the District with schedules of dues and assessments to be used in this process.

4. In the case of all certificated employees who are not dues paying Federation members, and who do not participate in Option #1 or #3 above, the District shall deduct from their monthly pay checks service fees and assessments according to schedules provided by the District for the deduction of these fees and assessments.

5. In the case of all certificated employees who qualify for and choose to participate in Option #3 above, the District shall deduct from their monthly pay check the amounts specified in Federation supplied schedules. Such amounts shall equal those deducted under Option #1 and #2 above.
6. The District shall forward to the Federation within fifteen (15) days after deductions, the amount of deductions specified in Options #1, #2 and #3 above. Such payments shall be accompanied by deduction registers to facilitate a proper accounting of moneys owed, received and paid.

7. The Federation agrees that in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the Federation will co-defend and indemnify and hold harmless the Board of Trustees, its agents, or employees for any monetary award arising out of such litigation.

8. The Federation shall, upon thirty (30) days advance notice, have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.

I. **Federation Release Time**

The District shall provide an annual stipend of $2500 to the Associate Faculty officers. The officers’ duties are to discuss general contract administration and to work jointly with the administration on matters of mutual interest. Such meetings may be called by the Superintendent/President or the Union President at times to be mutually agreed.

J. **Exercise of Rights**

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

K. **DISTRICT NOTICE TO AFT OF NEW HIRES**

1. Newly hired employee” or “new hire” means any Associate Faculty employee, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by AFT. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the AFT unit.

2. The District shall provide AFT notice of any newly hired Associate Faculty employee into a bargaining unit position, within thirty (30) calendar days of date of hire, via a mutually agreeable format. Notification shall include the following information:

   i. Employee name
   ii. Job title
   iii. Department
   iv. Work location
Article 3

v. Work phone number
vi. Home phone number
vii. Personal cellular number
viii. Personal email address
ix. Home/mailing address
x. Date of hire

3. This information will be provided to AFT regardless of whether the newly hired employee was previously employed by the District.

EMPLOYEE INFORMATION

1. The District will provide a periodic update of contact information of all unit members on the last working day of September, January, and May via a mutually agreeably format. This contact information shall include the following information:

   i. Employee name
   ii. Job title
   iii. Department
   iv. Work location
   v. Work phone number
   vi. Home phone number
   vii. Personal cellular number
   viii. Personal email address
   ix. Home/mailing address
   x. Date of hire

NEW EMPLOYEE ORIENTATION

1. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. To ensure compliance with AB119, the District and AFT agree to the following procedure.

   a. The District will make every effort to provide the Chapter President with an electronic notice of the date of hire within two weeks after the beginning of each semester. The notice will include name, contact information, date of hire.

   b. AFT will be provided with access to new employees at or near the beginning of the January and August flex day orientation.

3. The District shall include an AFT membership application and an AFT provided link for an electronic application, in any employee orientation packet of District materials
provided to any newly hired Associate Faculty employee. AFT shall provide the copies of the AFT membership applications to the District for distribution. The District shall provide a copy of the collective bargaining agreement or a link to the collective bargaining agreement.

**Article 4**

**Academic Freedom**

A. It shall be the policy of the District and the Federation to encourage full freedom for faculty to teach, research, and pursue knowledge as set forth in this Article and subject to the applicable provisions of law.

B. In the exercise of this freedom, the faculty member may, as provided in the United States and California constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant matters, with an effort to provide a broad balanced view/prospective.

C. Faculty shall be free from harassment, interference or restrictions based on political views, sexual preference, gender identity, ethnicity, disability or other protected classes as protected by law.

D. The District shall not interfere with a faculty member’s freedom of speech or use of materials in any teaching assignment, so long as the faculty member’s choice of materials effectively present the content of the course as stipulated in the Course Description in the Course Outline of Record. The effectiveness of the course design is to be determined through the evaluation processes established in Article 6 of this agreement. Exceptions to the free choice of materials by faculty shall be limited to the use of a common textbook to be used by all faculty in multi-section courses as determined through a consensus of faculty in that subject area, or to practical restraints on the presentation of material imposed by a mode of delivery or instructional setting, such as online courses or instruction delivered in correctional facilities.

E. This Article is intended to declare the District’s and the Federation’s intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.

F. Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. When grades are given for any course of instruction taught, the grade given to each student shall be the grade determined by the instructor of the course, and the determination of the student’s grade by the instructor, in the absence of documented evidence that establishes mistakes, fraud, bad faith, or incompetence, shall be final.

G. The freedom to think to read, to speak, and to question is necessary to the development of an intelligent citizenry. These freedoms constitute a part of the philosophy of the instructional program at the college and are guaranteed to the faculty.
ARTICLE 5
NON-DISCRIMINATION

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

ARTICLE 6
EVALUATION

A. The central purpose of evaluating associate faculty is to assess instructional ability and to improve instruction.

B. New associate faculty shall be evaluated during their first semester of teaching. After the initial semester, associate faculty will be evaluated once in their next six (6) semesters of employment. A unit member within their first semester of employment may or may not receive additional assignments in that discipline.

C. Satisfactory evaluations are not a guarantee of future employment with the District.

D. Evaluations shall be coordinated by the Chief Instructional Officer (CIO). The evaluation for associate faculty shall minimally include the following:

1. Effectiveness of instruction and expertise in subject matter
   a. Knowledge and mastery of subject matter
   b. Preparation and organization
   c. Achievement of course objectives as defined in the Course Outline of Record
   d. Participation in the assessment of student learning outcomes. The results of the assessment of student learning outcomes are not to be included in the personnel record of the faculty member nor their evaluation. Results are to be used for instructional improvement and aggregated institutional research purposes only.
   e. Clarity of presentation
   f. Communication with students of varying abilities
   g. Encouragement of critical thinking
   h. Clear methods and procedures
Article 6

2. Acceptance of professional responsibility and effectiveness of communication
   a. Professional development by meeting all obligations related to college processes, and engaging in demonstrable activities to keep abreast of current developments in his/her field and teaching/learning
   b. Working effectively and cooperatively with others (students, peers, staff, administrators)
   c. Meeting timelines and accurately submitting forms, grades, records, reports, etc.

E. Certain conditions and apparent deficiencies related to primary duty responsibilities (D.1. and D.2. above) may lead to an out of sequence evaluation for associate faculty.

F. The Evaluation Process

The evaluation process shall consist of peer, student, administrator, and self evaluation. The Office of Instruction will provide a timeline of the evaluation process to all unit members who are to be evaluated by the end of the second week of instruction.

1. Peer evaluation
   a. Peer evaluation will be conducted by a faculty member from the teaching field of the evaluatee selected by the designee (Division Chair) with the approval of the CIO. In cases where a faculty member in the teaching field is not available, a faculty member from a related field will be appointed. Associate faculty performing peer evaluations will be compensated $50 per evaluation.
   b. The peer evaluation report shall consider the faculty member’s performance in meeting the responsibilities of his/her position. The peer evaluator will personally contact the associate faculty member prior to the evaluation. The peer evaluator will make at least one classroom visitation to evaluate classroom performance. This visitation will be scheduled so as not to coincide with the administrative evaluation.
   c. A written report of the findings will be prepared by the peer evaluator and delivered to the CIO within 2 weeks of the completion of peer evaluation activities and within the first 67% of the term (typically twelve weeks for a full-semester course). (The self evaluation will be available in the Office of Instruction after the tenth week of instruction)
   d. The form to be used for this process is available from the Instruction office.
   e. The CIO (or Division Chair) will meet with the peer evaluator and review the peer evaluation.
2. Student Evaluation
   
a. Each associate faculty member will be evaluated by students in each of his/her sections in the first semester of employment and each semester he/she is evaluated subsequently.

b. The CIO will determine the student evaluation instruments.

c. For in-person classes, the associate faculty member being evaluated will appoint a student to coordinate the student evaluation process. Blank student evaluation forms will be placed in the associate faculty member’s mailbox. The associate faculty member will bring the evaluations to the class and will then have the appointed student administer the evaluation by distributing the forms to class members, collecting the completed forms, then sealing the forms in an envelope and returning them to the Office of Instruction. The associate faculty member will leave the room at the time of student evaluations.

d. For correspondence and distance education classes, the CIO (or designee) will distribute evaluation forms directly to the students.

e. The Office of Instruction will process the student evaluation form.

3. Administrative Evaluation

At his/her option, the CIO (or his/her designee) may make a classroom visitation and evaluate the classroom performance of the associate faculty member as well as acceptance of professional responsibilities as outlined in D.2. This classroom visitation will be scheduled so as not to coincide with the peer evaluation.

4. Self Evaluation

a. Associate faculty members will complete a self evaluation by the tenth week of instruction.

b. The self evaluation will include a typed response to the faculty self evaluation form (available from the Office of Instruction) and sample instructional materials (syllabi, assignments, tests, and assessments of student learning outcomes) for courses he/she is presently teaching. Sample self evaluations are available through the Office of Instruction.

5. Summary

a. Using information gathered throughout the process, the CIO (or his/her designee) shall prepare a written summary.

b. The associate faculty member shall acknowledge through signature that he/she has reviewed a copy of the evaluation. The associate faculty member may attach a written statement of exception to any or all specific portions of the final evaluation.
c. All evaluation documents used in the evaluation and the summary evaluation of the associate faculty member shall become part of his/her personnel file.

d. If areas for improvement are identified through the evaluation process that are sufficiently significant to constitute an unsatisfactory evaluation, the CIO will initiate a follow-up evaluation in the next logical semester for the unit member as determined in consultation with the union president.

e. A second unsatisfactory evaluation will result in further remediation and the loss of established seniority.

f. Unit members in an out of sequence evaluation may not teach additional assignments or have any extra duty assignments (duties listed in Appendix A excluding Union President).

g. Once a unit member receives a satisfactory evaluation, s/he will return to a 6-semester evaluation cycle.

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

i. Timelines are important to the overall process, but they are intended neither to be traps for candidates or committee members nor technicalities by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the CIO.

**G. Out of Sequence Evaluation**

1. If the CIO (or Division Chair with CIO approval) believes that there are problems with the unit member's performance, the CIO will convene a committee consisting of the unit member's division chair, the union president and the director of human resources. After consultation with the committee the CIO will make the final determination to:

   a. Conduct an out of sequence evaluation addressing the concerns. At the time the out of sequence evaluation is determined, the CIO will communicate the concerns that necessitated the out of sequence evaluation so the unit member can focus on these areas for improvement.

   b. Take no action.

2. An out of sequence evaluation will be conducted in the next logical semester for the unit member as determined by the CIO in consultation with the union president.
3. The associate faculty member will work constructively with the Chief Instructional Officer or designee to encourage improvement. Techniques shall include consultation and may include classroom visitations and other activities to help the unit member improve in the area(s) of concern.

4. An unsatisfactory evaluation will result in further remediation and the loss of established seniority. The unit member may or may not receive future assignments, at the discretion of the district.

5. Unit members in an out of sequence evaluation may not teach additional assignments or have any extra duty assignments (duties listed in Appendix A excluding Union President).

6. Once a unit member receives a satisfactory evaluation, s/he will return to a 6-semester evaluation cycle.

7. At mutual agreement of CIO and Instructor, to accommodate unit members who desire more frequent or extensive feedback regarding their teaching, the instruction office will make student evaluation questionnaires available upon request and will secure the completed forms until after grades are posted for the class. The results of these informal off cycle student and peer evaluations will be for the unit member’s personal use and will not be part of the formal evaluation process.

**ARTICLE 7**

**MANAGEMENT RIGHTS**

A. The Board of Trustees hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon them by law.

B. The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the college shall be limited only by the specific and express terms of this agreement.

**ARTICLE 8**

**MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

B. Union and the Board agree that any differences between them shall be settled by peaceful means, as provided for in this Agreement. During the term of this Agreement, FRCFT, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, slow down, sick out or other concerted refusal by unit members to perform work duties as required by this Agreement. FRCFT will undertake to exert its best efforts to discourage any such acts by unit members.
C. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

D. Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.

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

**ARTICLE 9**

**Separability and Savings**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.

B. At the request of either party, the parties agree to enter into negotiations for the revisions of the Agreement with respect to any item that becomes invalid by reason of the above.

**ARTICLE 10**

**Off-Site Teaching Assignment**

A. This article refers to teaching assignments which are either:

- Split-load assignments that require instruction to be delivered in more than one physical location within the District on the same day. These include, but are not limited to: locations in Quincy, Chester, Greenville, Portola, and Graeagle.

- Off-site assignments that are delivered in locations outside of the District by instructors who live and/or normally teach inside the District. These include, but are not limited to physical locations such as teaching hospitals and prisons.

B. A split-load assignment may include day, evening and/or weekend work, and work at more than one site. The assignment is determined by the chief instructional officer (CIO) in consultation with the Department Chair and with reasonable input by the faculty member. The District will reimburse the Associate Faculty member for any mileage from one site to the other incurred as a result of a split-load assignment, but will not reimburse the employee from home to the first assignment of the day; nor for the trip home from the last assignment of the day.
C. Assignments should be made with the following considerations:

1. If an off-site teaching assignment requires overnight accommodations then reimbursement or travel advancement shall be made for mileage, lodging, and meals consistent with District Policy.

2. A 12-hour break in teaching service, or if by mutual consent, a shorter duration, shall be maintained following a night assignment.

3. An instructor shall have the choice of using either a District vehicle, if available, or a personal vehicle. The District vehicle will be scheduled in accordance with the Vehicle Use Guidelines.

4. When a personal vehicle is used, the instructor shall be reimbursed for mileage at the current IRS reimbursement rate, in accordance with the Vehicle Use and Purchasing Guidelines.

**ARTICLE 11**

**RESIGNATIONS**

A. An associate faculty member may resign from district employment; however, associate faculty members may not be threatened with dismissal action by the administration so as to force the faculty member to submit a resignation.

B. Resignations shall be submitted in writing to the Chief Instructor Officer. A resignation so submitted shall be deemed accepted by the Board of Trustees and shall be binding on the date received by the Superintendent/President.

**ARTICLE 12**

**SAFETY CONDITIONS OF EMPLOYMENT**

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

B. The District and its employees shall comply with the provisions of the California Occupational Safety and Health Act (Cal/OSHA) and compliance or noncompliance with its provisions shall be determined exclusively in accordance with procedures provided for by Cal/OSHA.

C. Employees will receive appropriate training pursuant to the District’s Injury/Illness Prevention Program and be compensated for the allotted training module time in accordance with Appendix A-2. Requests for compensation may be made after the satisfactory completion of training.

D. Employees shall report unsafe condition(s) to their immediate supervisor within 24 hours of knowledge of such unsafe condition(s).
ARTICLE 13
PERSONNEL FILES

A. The personnel file of each associate faculty member shall be maintained at the Human Resources office.

B. Associate faculty members shall be provided a copy of derogatory written material before such material is placed within their personnel file. Within thirty (30) calendar days after receipt of the material, the associate faculty member may attach to the material a written response for inclusion within the personnel file.

C. An associate faculty member or his/her authorized representative, designated in writing, shall have the right, during the regular District office business day, to examine all materials contained within his/her personnel file. Advance appointments for examination shall be required and scheduled with a human resources employee. Appointments must be granted in a timely manner.

D. The Federation agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized representative’s examination of the personnel file.

E. Personnel files are confidential and are available for review only to those persons having a right or authorization to inspect.

F. District shall have a representative designated by the Superintendent/President present when any personnel file is examined

G. No information proven to be false or inaccurate shall be retained in an associate faculty member’s personnel file.

H. Only one (1) personnel file is to be maintained on any individual associate faculty member.

I. An associate faculty member may place in their personnel file any material relevant to their career or advancement.

ARTICLE 14
HOURS, WORKLOAD, CLASS SIZE

A. Certificated Assignments

1. The District shall maintain load and assignment policies for the college District consistent with the provisions of this Agreement.

2. All associate faculty members shall provide professional services, including teaching, preparation, assessment (of student learning outcomes as per the Course Outline of Record, etc.), and student evaluation.
3. Faculty duties shall include but not be limited to the following. The faculty member shall:
   a. Provide instructional and/or non-instructional services specified by the instructor's contract and/or staff assignment sheet. Meet and conduct all classes as assigned.

   b. Provide current course syllabus to each student on the first day of class, and discuss the course content. These materials will minimally include approximate dates of examinations, grading criteria, and general rules that will affect student learning. A copy of the orientation materials shall be provided to the Chief Instructional Officer by the end of the first week of classes.

   c. Plan instructional or non-instructional activities with due regard to the level and purpose of the course.

   d. Communicate with students and staff in a professional manner, including returning email and phone messages in a timely fashion.

   e. Maintain current expertise in subject matter.

   f. Attend and participate in college/cluster and/or departmental meetings and activities that take place during regular contract hours. Other such activities that occur outside of regular contract hours for which the District recommends or requires participation by associate faculty members or which are set up to fulfill other requirements (e.g., training) stipulated by this contract shall be compensated on a case-by-case basis determined by the mutual agreement of the CIO and Associate Faculty Union President (AFUP).

   g. Adhere to college and district policies and procedures.

   h. Reasonably assist in the maintenance of facilities and equipment.

   i. When reasonably possible, report absences in sufficient time to provide proper substitution.

   j. Not combine, cancel, or change meeting times or places or classes or activities without permission of the chief academic officer or his/her designee.

   k. When assuming the responsibility for supervision of students at events or field trips held under college sponsorship, provide supervision from the beginning to the close of the activity.

   l. File an injury report with the chief academic officer or his/her designee if a personal or student injury occurs while faculty is on duty.

   m. Maintain a current address and telephone number with the chief academic officer or his/her designee.
n. Within the stipulations of Extra Service below, participate or assist in recruiting and articulation activities with local schools, other community colleges, four-year colleges when appropriate to the instructor’s program.

o. Within the stipulations of Extra Service below, participate in job placement, student follow-up, and advisory committees as appropriate.

p. Once established all faculty members will be required to maintain and utilize the District email system as the primary means of communication. In collaboration with the Federation, the District shall be responsible for the timely maintenance and update of all online accounts, mailing lists, etc. used for faculty communication. The District email system is intended to be the primary communication vehicle by which direct communication shall occur, including regular District correspondence that requires faculty notification for matters of collective bargaining (such as notification and requests for information necessary to conduct ongoing business). Such correspondence shall include (but not be limited to); distribution of contracts and assignments, District updates and notifications, notification of campus activities, notification of proposed schedules or assignments, notification of cancelations or failure to receive assignments, etc. In cases where it is reasonably known that the District email may not be the best means of direct communication with a faculty member, an alternate source should be used. Examples are a new faculty member not yet on campus or a faculty member that has not worked in a number of semesters.

4. Base Load

The certificated base load shall be a maximum (up to the maximum permitted by Educational Code) of 67% of the hours per week considered a full-time assignment of regular employees with comparable duties. The continuing comparable assignment of any part-time faculty member shall not exceed 10.00 equated hours regardless if they are assigned over 10.00 hours in a given semester. Certificated load factors shall be as follows:

a. All lectures, including English Composition and PE lecture courses shall be equated at 1.0.

b. All Co-op Ed., dance labs, workshops and seminars, hours designated as field (including PE, practicum, and clinic) and non-credit courses shall be equated at 0.67.

c. All PE lab courses should be equated at 0.75.

d. All learning center and vocational labs shall be equated at 0.85.

e. Certain science labs and science-related labs in ANTH, BIOL, CHEM, ENVR, FORS, GEOL, PHSC, and PHYS shall be equated at 0.90.

f. All other labs presently at 0.80 shall be equated at 0.85.
Article 14

g. Certain "recreational", "special interest" or additional labs added to a course may, at the discretion of the CIO, be equated at 0.50 based on the lab's academic rigor and workload.

h. An associate faculty member's load may be a combination of teaching and non-teaching assignments (excluding extra service assignments delineated under Section D), to a maximum of not more than 67% of a full-time assignment.

i. The performance of substitute services by associate faculty members shall not be considered as an assignment within the meaning of the Agreement, or for the purpose of determining whether an individual is performing sixty-seven percent (67%) of a full-time assignment within the meaning of Education Code Section 87482.5.

5. Office Hours

a. The District shall provide pooled office space adequate for meeting with students privately. The office space shall include desks, filing cabinets, bookshelves, a shared telephone with a common voice mailbox, computers connected to the campus network and the Internet, and a printer. The associate faculty member shall be given a campus network account and district email account. An associate faculty member and a contract or regular faculty member may also mutually agree to joint use of office space.

b. Part-time faculty who teach three or four-unit academic courses (excluding athletic classes) shall be eligible for office hours. Exceptions may be made by the mutual agreement of the CIO and Associate Faculty Union President (AFUP). Eligible members may apply for or be asked to hold office hours based on the following prorated schedule:

i. Semester Classes: 3-4 unit classes are eligible to receive one-half hour (30 minutes) per student per semester up to a total of 16 office hours per class, per semester. Instructors with multiple classes eligible for office hours can receive up to a maximum 32 office hours (even if the number of units taught is over 6).

ii. Half-semester and Summer Sessions: 3-4 unit classes are eligible to receive office hours equivalent to the full semester class. Instructors with multiple classes eligible for office hours can receive up to a maximum 32 office hours (even if the number of units taught is over 6).

c. Prior to each semester, the CIO and AFUP will review recommendations regarding classes eligible to receive office hours. Office hours will be assigned to classes by the CIO and AFUP based on instructional and student need (e.g., course content and class size) and with consideration of specific requests received from associate faculty members and the office hour budget. Office hours will be paid at 50% of the associate faculty lecture rate. Office hour assignments will be made no later than the week of instruction following the census through the issuance of personnel action forms.
Article 14

(PAFs). Office hours assigned by the CIO and AFUP may be declined in whole or in part by the Associate Faculty member.

d. Except for correspondence education courses, Associate Faculty members will be responsible for determining the schedule of the office hours per the conditions below.

i. Some portion of the assigned office hours are to be prescheduled weekly and communicated at the beginning of the semester/session. Prescheduled office hours should be held at a consistent time and location. Office hours should be scheduled at a time of day and during the semester to enable a reasonable level of student access.

ii. Office hours shall be announced in class. Members shall submit a syllabus to the Office of Instruction during the first week of classes, and instructors will provide a schedule to the Instruction Office which will be given to the switchboard. Instructors will post a schedule either outside the Associate Faculty Office or, if appropriate, outside the location used for office hours. In addition instructors will include their class and office hour schedule in their Banner course information. Schedules shall be kept current throughout the semester. Additional assistance is available from the Office of Instruction. If needed, training will be available on request.

iii. Office hours may be adjusted per instructor discretion based on class and/or student need. Changes in office hours should be communicated to the instruction office, the switchboard and to the students.

Assigned office hours that are not prescheduled may be used by the instructor to accommodate the needs of students who may be unable to meet during the scheduled times. In addition they may be submitted for collegial instructional activities such as department, division, and shared governance committee meetings in which the associate faculty member is a participant.

Office hours used in connection with correspondence education courses, such as the Incarcerated Student Program for example, shall be coordinated by the Program Director, agreed to by the instructor, and approved by the CIO.

iv. Office hours may be scheduled in:

- the Associate Faculty offices,
- the campus office of an associate faculty member who has another job at FRC with agreement from the employee’s supervisor and any other employees who may share the office,
- a full-time faculty office with agreement of the faculty member,
• the Instructional Resource Center with the prior permission of the Instructional Resource Center Director,

• an available classroom as determined by the class scheduler,

• an off-site location consistent with the needs of an academic program and approved by the CIO, or

• a virtual environment provided that it is secure and accessible to all FRC students and staff.

Exceptions to these criteria may be approved by the CIO on a case-to-case basis. Any exceptions granted will not set precedent or be subject to the grievance process. The AFUP will be informed of any significant exceptions that are granted.

e. At the end of each month members must turn in a certificated time sheet listing the office hours actually worked during that month in order to receive payment. Office hours that are conducted at times when an employee is being compensated in another capacity for the District shall not be submitted and are not eligible for payment. When reasonably possible, absences should be reported to the instruction office and the campus switchboard. Office hours not worked, not scheduled, or not reported during the semester/session will be considered as declined by the faculty member. Office hour time does not count toward earning load, or toward determining whether an individual is performing sixty-seven percent (67%) of a full-time assignment.

6. Assignments

a. Definitions

i. Continuing Comparable Assignment – Separately for Fall and Spring semesters, the Continuing Comparable Assignment for the semester will equal the average number of non-contract hours a faculty member has been assigned in the previous three (3) corresponding (Fall or Spring) semesters. The continuing comparable assignment of any part-time faculty member shall not exceed 10.00 hours regardless if they are assigned over 10.00 hours in any given semester; however, the assigned hours above ten shall be included in calculating the three-year average.

ii. Seniority

• Seniority is earned upon the completion of the second semester of instruction and the completion of an acceptable evaluation, or the completion of the second semester of instruction if no evaluation has been conducted.

• Seniority shall be based on the number of semesters in which classes were assigned in the previous six (6) Fall and Spring semesters.
- Ties in seniority shall be broken based first on the greatest number of consecutive years of assignment contiguous with the semester under consideration, second on the first date of hire, or if necessary by lot.

- Seniority for HES classes shall be assigned with first right of refusal to those Associate Faculty currently assigned the coaching stipend to the individual athletic program.

iii. **Work Availability** – Work availability is indicated by the timely submission of the work availability form (Appendix C-2) or equivalent, as agreed to upon by the Federation and the District as described in Article 14.A.6.b of this agreement.

b. Scheduling

i. Certificated assignments shall be scheduled by the Office of Instruction. The Office of Instruction will utilize information provided by the individual instructors. For full consideration of scheduling requests, work availability forms need to be submitted to the Chief Instructional Officer or his/her designee during the first two weeks of the semester prior to the semester under consideration (e.g., first two weeks of fall semester to be considered for the following spring).

ii. When a contract is sent to an associate faculty member the District will include a work availability form (Appendix C-2). The work availability form should be completed to reflect the associate faculty members’ available schedule for the semester following the assignment noted in the attached contract. The work availability form will be available on the District web site as well as in the Instruction and HR offices (Appendix C-2) for those members not receiving a contract in a given semester. The District shall make a good faith effort to accommodate the requested schedule of the instructor given available facilities and scheduling restrictions.

iii. The College is committed to scheduling at least one year into the future. The scheduling timeline will be as follows:

- Spring Semester

  ◊ Proposed Spring Schedule (for next year) sent to the Division Chairs in January

  ◊ Division Chairs review proposed schedule to ensure seniority and continuing comparable load.

  ◊ Division Chairs send proposed schedule to the associate faculty in early February.

  ◊ Associate Faculty members respond with feedback, proposed changes, etc. within two weeks (by mid- to late-February).
Final adjustments of the schedule will be made by the Division Chairs, Instructional Scheduler, and CIO by end of May, and will be distributed to the Associate Faculty.

Contracts sent out to Associate Faculty members by mid-November.

**Fall Semester**

- Proposed Fall Schedule (for next year) sent to the Division Chairs in August.
- Division Chairs review proposed schedule to ensure seniority and continuing comparable load.
- Division Chairs send proposed schedule to the associate faculty in early September.
- Associate Faculty members respond with feedback, proposed changes, etc. within two weeks (by mid- to late-September).
- Final adjustments of the schedule will be made by Division Chairs, Instructional Scheduler, and CIO by end of December, and will be distributed to the Associate Faculty.
- Contracts sent out to Associate Faculty members by mid-April.

For Associate Faculty with eight or more consecutive semester appointments, satisfactory evaluations, and who typically are assigned courses that reach minimum size, the District may consider offering a single Fall-Spring contract contingent upon funding and within other provisions of Seniority and Continuing Comparable Assignment, and with the agreement of the faculty member.

The District may average load assignments for certificated instructors over one (1) academic year (Fall and Spring Semesters) within other provisions of Seniority and Continuing Comparable Assignment.

c. **Procedures & Priorities of Associate Faculty Assignments**

i. Associate Faculty assignments shall be made by seniority (as defined above) according to the following priority:

- **(First)** associate faculty members for a continuing comparable assignment.
- **(Second)** associate faculty members for increased assignment and/or for a first-time assignment.
ii. If the total number of hours to which an associate faculty member is entitled under continuing comparable assignment is not available in a given semester, such faculty member shall be assigned the maximum number of hours available.

iii. **Breaks in Service** — District-initiated (involuntary) breaks in service are those that result from course cancellation, courses that “do not make,” the replacement of a part-time employee by a full-time employee (a contract or regular employee of greater than 67% FTE) to make load, financial or budgetary issues resulting in the canceling of the class, approved leaves of absence or correcting assignment issues resulting from errors in determining continual comparable load or seniority. The seniority of an associate faculty member shall not be reduced as a result of District-initiated (involuntary) breaks in service.

iv. **New Courses** — For new courses identified by the Office of Instruction and developed by associate faculty, the course shall be assigned to the instructor who developed it. Their priority is in effect for the first four offerings of the course unless the instructor declines teaching the course. However, if the faculty member is assisted in developing the new course by a person who has expertise in the area within the discipline, this person may be assigned the course if the faculty member developing it agrees.

v. **Failure to Receive or Cancelation of Assignment** — If an associate faculty member submits a schedule of available work hours (see 6.a. above) and does not receive an assignment consistent with their Continuing Comparable Assignment rights, the Instruction Office shall make a reasonable effort to notify him/her in writing, by email (with read verification), or by personal contact of the reasons. Notice of cancelations shall also be sent to the AFUP. "Personal contact" between the parties means in person or by phone (no voicemail). Reasons for not receiving or canceling an assignment shall be limited to:

- termination of course offering
- return of probationary or regular contract member from leave, where the associate faculty member was employed as a temporary replacement
- consolidation of positions toward a contract position
- the need of a regular or contract faculty member to complete a normal load
- associate faculty assignment priority
- an unsatisfactory evaluation
- financial or budgetary issues resulting in the canceling of the class (regardless of enrollment)
If an associate faculty member does not receive an assignment for any given semester or session, he/she may continue to state his/her availability by submitting a schedule of available work hours.

**vi. Resignation and Voluntary Termination of Employment** - Written resignations shall be deemed accepted by the Board and shall be binding on the date received by the Superintendent/President.

If an associate faculty does not receive an assignment or is not available for work for a period of 3 consecutive semesters; the District will assume that the associate faculty member is no longer interested in offers of future employment. All accrued sick leave will be removed from district tracking documents and held in a file for retirement purposes, per Education Code. If the associate faculty member returns to FRC and is provided a teaching assignment they will be placed at their last step or go through initial placement whichever the member chooses, however, they will not retain seniority or CCA.

**vii. Cancellation of Assignment** — If an assignment is canceled or withdrawn by the District, the cancellation or withdrawal will be effective when the associate faculty member is notified by personal contact (previously defined) or in writing to their mailing address by the Instruction Office. The instructor shall be compensated for all hours taught prior to notification of cancellation. If the instructor is notified of cancellation less than two weeks prior to the first class meeting, he/she shall be compensated for the length of the first class meeting (excludes summer camp/clinic classes) up to a maximum of ten hours.

**viii. Rejection of Assignment** — If an associate faculty member rejects or fails to accept an assignment offered in a contract which is consistent with their properly submitted work availability, the District is under no obligation to replace the rejected assignment with another offering in the same semester in order to comply with the seniority or continuing comparable assignment rights of the faculty member.

**ix. Notification** — Listings and job descriptions of all faculty positions posted by the District will be available on the FRC Website. Associate faculty members will be included in any general email distribution of such postings, and they may individually opt-in to any automatic notification capabilities that may become available in conjunction with the website.

**x. Personal Business** — Faculty members shall not conduct personal business nor accept other employment which interferes with contract responsibilities nor use District personnel, facilities or equipment for personal business or other gainful employment.
B. Counselors

Duties include but are not limited to the following:

1. Providing academic, vocational and personal counseling to students on an individual basis.
2. Providing group counseling for the accomplishment of specific objectives.
3. Assisting in the planning and implementation of registration.
4. Providing guidance in immediate and long range program planning.
5. Administering and interpreting tests.
6. Counseling students with low scholastic achievement.
7. Providing an occupational information service for students.
8. Providing educational psychological services.
9. Assisting students in the development of good study habits.
10. Assisting students with petitions for graduation.
11. Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.
12. Establishing and maintaining communications with the high schools served by the District.
13. Establishing and maintaining communications with community agencies which can serve the District’s students.
14. Serving on District committees, as assigned.
15. Keeping current with developments and changes in his/her subject matter field.
16. If categorically funded, the counselor shall adhere to rules and regulations of the restricted program.

C. Academic/Vocational Qualifications

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

1. The Chief Instruction Officer or Chief Student Services Officer, where appropriate, may assign associate faculty to:
   a. Direct or coordinate programs (including coaching);
   b. Complete interim projects;
   c. Perform other assigned duties.

   These duties will be deemed extra assignment and not counted as continual comparable load or seniority for the purpose of determining whether an individual is performing sixty-seven percent (67%) of a full-time assignment within the meaning of Education Code Section 87482.5.

2. Associate faculty who perform assigned functions under authorization of the Dean of Instruction or Dean of Students will be appointed each year or semester. Extra Service assignments or stipends are not eligible for seniority or continuing comparable load. A copy of any extra service appointment letter shall be sent to the Associate Faculty Union President.

3. The stipend amounts set forth in Appendix A-2 as compensation for extra service shall be payable in equal monthly increments during the period of employment. Any and all extra-service stipends which are also available to full-time faculty members shall be compensated at the same rate as the full-time faculty.

4. Service assignments that are compensated on an hourly basis shall be paid according to the hourly amounts in Appendix A-2. At the end of each month members must turn in a certificated time sheet listing the service hours actually worked during that month in order to receive payment. Service that is performed at times when an employee is being compensated in another capacity for the District shall not be submitted and are not eligible for payment.

5. The District and the associate faculty agree that the Federation is the sole bargaining unit responsible for representing all certificated part-time coaches.

E. Class Size

1. Minimum class size shall be twelve (12) students: A class may be less than twelve (12) by mutual agreement of the faculty member and the CIO or his/her designee.

2. Second year or sequential courses may be offered with fewer than the minimum number of students per class.

3. Courses that are part of a certificate program may be offered with fewer than the minimum number of students per class.
4. Maximum class size shall be limited to the smallest applicable size as follows:
   a. the number of workstations for labs, or
   b. the physical limits of the facility determined by fire or other regulations, or
   c. twenty-five (25) for English Composition courses, or
   d. as stipulated in the Course Outline of Record, or
   e. forty (40).

5. Concurrent scheduling of classes with related or compatible content is permitted when one or more of the classes do not meet minimum class size or when the combined concurrent class size does not exceed the maximum class size stipulated above.

6. At the discretion of the District, and upon agreement with the faculty member, additional compensation can be assigned for large sections. For determining class size, concurrent courses shall be counted as a single class. In the case of limited- or restricted-enrollment sections, the District shall have the right to assign faculty to course sections that exceed the maximum class size established here. A refusal by a faculty member to accept a course under these circumstances would not negatively affect the faculty member’s continuing comparable load.

7. If additional students above the maximum class size are assigned, additional compensation for each student above the maximum class size at the census shall be prorated on the faculty member’s base rate of pay and the applicable maximum class size. This additional compensation, if assigned, does not count as load for the purpose of determining whether an individual is performing sixty-seven percent (67%) of a full-time assignment within the meaning of the Education Code Section 87482.5.

ARTICLE 15

MILEAGE

A. Any employee in the bargaining unit required to use his/her vehicle on authorized District business other than the employee’s usual teaching duties, or who is using it pursuant to Article 10, shall be reimbursed at the current IRS reimbursement rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee’s normal job site after the completion of District business, or to the employee’s place of residence, whichever is the least distance.

B. Request for automobile reimbursement shall be submitted on a trip by trip basis within 10-days of such travel and, except for extenuating circumstances, no obligation will exist for payment reimbursement requests that are submitted more than 10-days after the end of the trip.
Article 13

C. Mileage reimbursements shall be paid at the applicable IRS reimbursement rate within thirty (30) days of submission.

D. Authorization to be paid mileage shall be pre-approved either by the Chief Instructional Officer, the Chief Student Services Officer or the Superintendent/President.

Article 16

Calendar

The academic holidays shall be: Independence Day, Labor Day, Veteran’s Day, Thanksgiving (Thursday and Friday), Christmas and Christmas Eve, New Year’s Day and New Year’s Eve, Martin Luther King Jr. Day, Lincoln’s Birthday, Washington’s Birthday and Memorial Day. Associate faculty shall be excused from extra-duty assignments during scheduled Winter and Spring recess. Winter recess shall be the period from the last day of final examinations until faculty assigned days for the Spring as contained in the academic calendar. Should a holiday fall on a Saturday the holiday will be celebrated on the previous Friday. Should a holiday fall on a Sunday the holiday will be celebrated on the following Monday or Tuesday as determined by the Superintendent/President. Should two consecutive holidays fall on a Saturday and Sunday the previous Friday and following Monday shall be celebrated as the holidays.

Article 17

Clothing, Uniforms, and Equipment

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

Article 18

Grievance Procedure

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

A. Definitions

1. "Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific section of this Agreement.

2. A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement.

3. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Feather River Community College District is open for business.

4. The "first level manager" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.
Article 18

B. Forms (Appendix C-3) for processing grievances shall be prepared mutually by the Federation and the District. The forms shall be printed by the District and given to the President of the unit.

C. A grievance may be lodged:

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

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

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

F. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if requested by the grievant.

G. Written notices to be given under this grievance procedure may be given by hand to the appropriate person, sent by registered mail, or email. If given by hand, the date shall be counted as the date of the notice. If given by mail, the date of notice shall be counted as the day of receipt. If given by email the first level manager should acknowledge receipt of the email to be counted as the day of receipt.

H. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.

I. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved persons within the time limit specified.

1. By mutual written agreement, the time limits contained herein may be waived. Also, by mutual agreement the grievance may revert to a prior level for consideration (excluding step three).

2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.

J. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and President of the Federation. Time limits for appeal provided in each level
shall begin three (3) days following posting by the registered mail of the written decision by the Parties in interest.

K. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant/representative shall suffer no loss of pay in order to present the grievance(s).

L. Upon reasonable request, the Board Agent shall provide the FRCFT with legal, relevant, unrestricted, and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law. The time required to obtain information within this provision (i.e., between request and delivery) shall not count in terms of response deadlines for the grievant or the Federation.

M. Grievance Procedure Steps

1. Step 1

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

2. Step 2

If the grievant is not satisfied with the decision at Step 1, he/she may submit a written grievance on the appropriate form within twenty (20) days to the District’s Hearing Officer. A copy of the decision rendered by the first level manager shall be attached to the grievance. Within twenty (20) days, the District's Hearing Officer shall communicate to the grievant his/her decision in writing together with supporting reasons, and transmit a copy to the Federation. Both parties are encouraged call a meeting, to meet and discuss the grievance within the twenty day periods referenced above.

The written Step 2 grievance statement shall include:

a. A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

b. A listing of the Article and Section of the Agreement alleged to have been violated or misapplied;

c. A statement of the reasons why the Step 1 written resolution of the immediate supervisor is unacceptable to the grievant;
d. A listing of the specific remedies requested by the grievant;
e. A request for a conference with the appropriate manager, if desired.

3. **Step 3**

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

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

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

4. **Step 4**

If the grievant is not satisfied with the disposition of the grievance at Step 3, the federation may file for Step 4 by pursuing Mediation.

A grievant not represented by the Federation shall, if not satisfied with the decision of Step 3, within five (5) days, appeal the decision to the Board of Trustees.

Within twenty (20) workdays from the date of receiving the decision at Step 3, the Federation may appeal to mediation to assist the parties in resolving the issue. A mediator from the California Mediation and Conciliation Service shall be used.

The mediator’s expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses, shall be shared equally by the parties.

5. **Step 5**

If an acceptable resolution cannot be reached through the mediation process, advisory arbitration may be entered. Advisory arbitration is for the exclusive use of the Federation. In the event the Federation is not satisfied with the decision at Step 4, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration. Within five (5) days of receipt of the demand, the District shall request of the California Mediation and Conciliation Service, or other sources as the parties mutually agree upon, a list of five (5) qualified arbitrators.
Article 18

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

a. The arbitrator shall have no power to:

i. Add to, subtract from, disregard, alter or modify the terms of this Agreement;

ii. Establish, alter, modify or change any salary structure;

iii. Rule on:
   - Termination of the services of, or failure to reemploy any employee;
   - Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
   - Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.

b. The arbitrator’s expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses, including a court reporter, shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

Notwithstanding the above paragraph, where an arbitrator’s recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator’s fees and expenses. Conversely, where an arbitrator’s decision is in favor of the District and the Federation appeals the affirmed decision to the courts, the Federation agrees to pay the full costs of the arbitrator’s fees and expenses.

c. Advisory arbitration awards shall be in writing and furnished each party to the hearing.

6. Step 6

a. With Advisory Arbitration:

i. The Board shall consider the arbitrator's decision in public or closed session at its discretion at its next regular meeting, after receipt, provided a minimum seven (7) days elapse from receipt until the Board meeting.

ii. The Board may implement the recommendations, may not implement the recommendations, in any way, may meet with the Federation to discuss other alternatives, or may take other actions at its sole discretion.

iii. The Board shall, within twenty (20) days after the Board meeting, submit its decision, in writing, to the Federation.
iv. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The Federation reserves its full legal remedies including recourse to court action.

b. Without Advisory Arbitration:

i. The Board shall consider the appeal in closed session (or at the mutual agreement of the grievant and the board, in open session) at its next regular meeting after receipt, provided a minimum fifteen (15) days elapse from receipt until the Board meeting.

ii. The Board will consider the appeal based solely upon the written record, and shall give an opportunity to the grievant to address the Board.

iii. The Board shall, within twenty (20) days after the hearing, submit its decision, in writing, to the grievant.

iv. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The grievant reserves his/her full legal remedies including recourse to court action.

N. Release Time

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

ARTICLE 19
COMPENSATION

A. Salary

The Associate Faculty salary schedule for Equated Units will reflect the full-time Certificated Overload Salary Schedule for Semester Equated Hours as hourly compensation totaling to the same amount per semester and equated hours. The calculation is to be done using the full-time overload salary schedule for the current semester which shall include Cost-Of-Living Adjustments (COLA) consistent with other certificated compensation. Under normal circumstances salary changes will become effective at the beginning of Fall semester each year. Unusual circumstances will be handled through a memorandum of understanding (MOU) agreed between the District and the Federation

1. Certificated associate faculty credit course assignments shall be compensated on the basis of the salary schedule found in Appendix A-1.

2. Certificated associate faculty stipend assignments shall be compensated on the basis of the salary schedule found in Appendix A-2.
3. Compensation for associate faculty assignments for certificated personnel is based on the individual’s placement on the associate faculty certificated salary schedule in columns A through E, steps 1 through 15. With the ratification and adoption of this contract, the step placement of associate faculty members will change from an 18-step schedule to a 15-step schedule to match the corresponding entries in the full-time salary schedules. No associate faculty member’s hourly rate will be reduced as a result of this transition or as the result of any subsequent reconfiguration of the full-time salary schedules. Step assignments will be adjusted as follows:

a. In column A, Associate Faculty members in step 1 will be moved to step 2 and then step 1 will be eliminated and steps 2 through 10 will become steps 1 through 9.

b. Associate faculty members in steps 12, 15, and 17 shall be moved up to the next higher step and then steps 12, 15, and 17 will be eliminated and the remaining steps will be renumbered as 12 through 15.

4. Part-Time Faculty Parity Compensation Fund (PTFPCF)

Definitions:
Historically “Parity” for associate faculty salary has been defined as 75% of the full-time faculty salary prorated for the applicable equated load of the associate faculty member versus the academic base load of a comparably qualified full-time faculty member (15 equated hours per week). The “hourly contract” salary formula is full-time faculty annual salary divided by 525 times 75%. The “hourly contract” salary notionally represents the full-time hourly compensation per hour of regular (non-overload) equated load which consists of the actual teaching hour plus the paid time for preparation, student assessment, and other instruction-related activities. Office hours and other service hours, which are paid separately, are excluded from this definition.

a. Should the state substantially augment above simple COLA or reduce the PTFPCF, the District and the unit will meet and negotiate the impact to the salary schedule (Appendix A-1).

B. Placement

1. COLUMN PLACEMENT

An Associate Faculty member employed on a temporary (part-time) assignment shall be placed in one of five columns according to the individual’s qualifications based on the following: (For column C, D, and E units past a Bachelor’s degree means units which add to the breadth and depth of the field of study).

a. COLUMN A

i. Condition 1: Possession of a Bachelor’s degree from an approved college or University OR
ii. Condition 2: Possession of an occupational or vocational credential obtained on the basis of six years of occupational experience, and high school graduation or any credential with an occupational or vocational subject matter, OR

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

b. **COLUMN B**

i. Condition 1: Possession of a Master's degree from an approved college or university, OR

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

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

iv. Condition 4: The equivalent.

c. **COLUMN C**

i. Condition 1: Possession of a Master's degree from an approved college or university with 60 units completed after the Bachelor's degree, OR

ii. Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experiences in the field plus 30 units, OR

iii. Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected, plus an occupational or vocational credential if appropriate plus six years of professional experience in the field, plus 45 units.

d. **COLUMN D**

i. Condition 1: Possession of a Master's degree from an approved college or university with at least 75 units completed after the Bachelor's degree, OR

ii. Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available
or expected plus an occupational or vocational credential if appropriate plus two years of professional experiences in the field plus 45 units, OR

iii. Condition 3: Possession of an Associate’s degree from an approved college in a discipline in which the Master’s degree is generally not available or expected, plus an occupational or vocational credential if appropriate plus six years of professional experience in the field, plus 60 units.

e. COLUMN E

i. Condition 1: Possession of an earned Doctorate degree from an approved college or university, OR

ii. Condition 2: Possession of a Master’s degree from an approved college or university with 90 units completed after the Bachelor’s degree, OR

iii. Condition 3: Possession of a Bachelor’s degree from an approved college or university in a discipline in which the Master’s degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experiences in the field plus 60 units, OR

iv. Condition 4: Possession of an Associate’s degree from an approved college in a discipline in which the Master’s degree is generally not available or expected, plus an occupational or vocational credential if appropriate plus six years of professional experience in the field, plus 75 units.

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

2. INITIAL STEP PLACEMENT

Step placement will be as follows:

<table>
<thead>
<tr>
<th>Step 1 - No experience</th>
<th>Step 5 - 4 years’ experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 2 - 1 year’s experience</td>
<td>Step 6 - 5 years’ experience</td>
</tr>
<tr>
<td>Step 3 - 2 years’ experience</td>
<td>Step 7 - 6 years’ experience</td>
</tr>
<tr>
<td>Step 4 - 3 years’ experience</td>
<td>Step 8 - 7 years’ experience</td>
</tr>
</tbody>
</table>

a. Teaching: Prior full-time teaching may be credited on a year-for-year basis up to a maximum of seven years. (Full-time teaching or supervision for at least sixteen weeks and less than thirty weeks in any one school year is counted as one-half year; thirty weeks in any one school year is counted as one-half year; thirty weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.
b. Practical Experience: Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.

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

d. Verification: Unit members shall provide prior teaching experience, and related practical experience for initial placement. Credit for higher step placement for prior teaching or practical experience is allowed if verified before the end of the 30-day calendar period which begins with the first day of the teaching assignment. College and university OFFICIAL transcripts bearing the impressed seal of the institution or the original signature of the registrar, transcript clerk, or recorder shall be furnished within this 30-day calendar period. When verification is impossible to obtain within the 30-day period through no fault of the instructor, a written request for extension of time may be filed with the Human Resources Director or the CIO.

3. Associate Faculty shall progress to the next step within each column after teaching 30 equated hours at the previous step.

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

C. Advancement and Stipends

1. Orientation

   Associate faculty shall be paid $75/two-hour orientation session.

2. Longevity Increments and Doctoral Stipends

   Associate faculty will be eligible for longevity increments and doctoral stipends in amounts stipulated in Appendix A-4.
Article 19

a. Eligibility

i. Certificated employees who have been employed by the Feather River Community College District for the required number of years will be paid the applicable increment.

ii. Eligibility will be determined by hire date and calendar years of service. Years of service need not be consecutive. Two semesters of work equals one year of service.

b. Payment

i. Stipends will be paid prior to the end of the fiscal year.

ii. Stipends will be paid according to the following formula: stipend times the number of units taught in the year divided by 30.

iii. Summer session units will be excluded from this formula.

3. Professional Advancement Criteria

a. Associate faculty will be eligible for step advancement pursuant to the Professional Advancement Criteria enumerated in Appendix B-1.

b. Associate faculty will be eligible for sabbatical leaves pursuant to the process described in Appendix B-2.

c. Associate faculty will be eligible for retraining leaves pursuant to the process described in Appendix B-3.

4. Honors Classes

a. Assignments to teach an Honors course are made by the Dean of Instruction in consultation with the Honors Advisory Committee and the faculty interested in teaching a course.

b. Equated load assigned to the course will be split equally between two faculty in a team-taught format with one-half of the total equated hours assigned to each one.

c. To compensate for extra preparation and collaboration in the classroom, each part-time instructor will be credited with one extra equated hour.

5. Additional Lesson Preparation

Any part-time faculty assigned more than two different course preparations will receive a stipend of $165 for a third preparation. The unit member must submit a request for payment in order to receive the stipend. The stipend will be paid in full prior to the end of the semester in which the additional is assigned. At the discretion of the District,
additional lesson preparation pay may be granted for the fourth or fifth lesson preparation.

ARTICLE 20

HEALTH AND WELFARE BENEFITS

A. Eligibility: Associate faculty members are eligible for all health and welfare benefits offered by the District to other employees by paying premiums to the District, who will submit these premiums to the carrier(s). Associate faculty participation in health and welfare benefits is subject to the District’s JPA insurance regulations. Associate faculty who qualify for employer sponsored health benefits in accordance with the Affordable Care Act may select a tiered benefit plan of their choice. The District contribution to each member’s chosen plan shall not exceed $180 per month. Affordable Care Act affected Associate Faculty who choose a health plan may elect to waive dental and vision but must remain on the selected health plan until the next open enrollment period unless resigned from employment.

B. Payment: For Associate Faculty who qualify for, and elect, health benefits in accordance with (A) above may maintain coverage through payroll deduction. Failure to maintain payments will result in the loss of coverage without the opportunity to reenroll during the plan year.

C. The District shall publish benefit information periodically and maintain appropriate forms for unit members.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

A. Professional development funds shall be available to all faculty, including associate faculty, on an equal basis. Division Chairs will provide information on availability of staff development funds to all associate faculty.

B. Professional Development is defined in Appendix B-1 in Professional Advancement Criteria and may include flex activities on campus, conferences and workshops off-campus as well as field work, publication, and continuing education.

C. Associate Faculty are encouraged to provide hours that each professional development activity took to achieve as well as proof of said activity (for example, receipts and schedules from conferences, lists of publications/links). This will be reported on the Professional Advancement Form. It is understood that publications, awards, and honors will not necessarily have advanced notice required by the Professional Advancement Form but will be encouraged to be reported on said form. Professional advancement credit is not guaranteed and should not be assumed for any hours or activities that do not receive prior approval.

D. Associate faculty shall include professional development information in the self evaluation portion of their evaluation.
E. Professional development opportunities will be available to associate faculty through regularly scheduled events on campus.

**ARTICLE 22**

**DISTANCE EDUCATION**

A class is defined to be a distance-education course if more than half of the apportionment-generating instruction is delivered remotely. A class that has half or less of the instruction delivered remotely is defined as a hybrid class but is treated as a traditional class. For the purposes of this contract, correspondence education (CE) courses are included in the provisions of this article even though they do not fall within the guidelines for and definition of distance education (DE) as set forth by the CCCC0, the DOE, and the ACCJC.

Feather River College requires that all of its distance education courses be delivered consistent with guidelines issued by the Chancellor pursuant to section 409 of the Procedures and Standing Orders of the Board of Governors. In short, all faculty who teach distance education courses must have regular and effective contact with students (pursuant to Title 5, section 53200), and use the same standards of course quality as applied to traditional classrooms (pursuant to Title 5, section 55009).

Feather River College is committed to providing appropriate training opportunities and support for faculty who agree to an assignment of a distance-education course.

Instructional materials produced by the instructor of a Distance Education course, as in all other courses, shall remain the exclusive intellectual property of the instructor unless the District enters into a separate written agreement in which the instructor agrees to relinquish some or all of those rights, or unless the instructor is additionally compensated for the production of course material beyond the compensation stipulated in the Terms of this Agreement. If the instructor does accept compensation specifically for the production of instructional material, and if no other written agreement has been established regarding intellectual property rights of that material, the District shall have the non-exclusive right to copy, use, and distribute those instructional materials.

**A. Video Conferencing**

Video conferencing is a form of distance education in which an instructor teaching a class in person simultaneously teaches students at a different location via teleconferencing equipment.

1. Video conferencing classes will be equated at regular load rate.

2. To compensate for the training necessary to operate the tele-conferencing equipment, part-time instructors assigned to video-conferencing sections shall receive a $250 stipend for the first time s/he is assigned to such a section. If equipment or technology change and significant re-training is required, the instructor will receive a $100 stipend.
3. Participation is on a voluntary basis, and assignment to a course is by mutual consent of faculty member and the Chief Instructional Officer. Instructors may indicate their availability for distance education classes using the Availability Form (Appendix C-2).

B. “Published” Courses

Published courses are packaged courses with content and structure designed to accommodate its use for DE or CE. Published courses can be used as a basis for technology-based distance education classes, correspondence courses, as well as a component within hybrid and video conferencing classes. Typically an instructor can deploy the package as is, can make slight modifications, or can use the publisher’s authoring tool to rearrange, re-package, and/or augment the supplied content.

1. These courses will be equated at regular load rate.

2. The use of a pre-packaged course without modification or additional content is by mutual consent of the faculty member and the Chief Instructional Officer.

C. Internet and Other Distance Education

Other forms of distance education are defined as any technology-based instruction not specifically described above under A or B.

1. Participation is on a voluntary basis, and assignment to a course is by mutual consent of faculty member and the Chief Instructional Officer. Instructors may indicate their availability for distance education classes using the Availability Form (Appendix C-2).

2. The College should recognize the increased level of preparation necessary to create a DE course and consider offering additional compensation to an associate faculty member when a substantial portion of the course materials are not already available. The decision to provide compensation will be informed by the Distance Education Plan, as approved by College shared governance committees.

D. Hybrid Classes

Hybrid classes are defined as any course taught using technology-based instruction that are remotely performed for half or less of the course hours.

1. Participation is on a voluntary basis, and assignment to a course is by mutual consent of faculty member and the Chief Instructional Officer.

2. Compensation will be equated at regular load rate.

E. Correspondence Courses

Correspondence courses are defined as any course taught using non-interactive batch modes of communication between the instructor and students at remote locations. Correspondence
Courses are generally self-paced between identifiable milestones or within instructional modules. Feedback on assignments from the instructor typically takes longer than a week, and interaction between the instructor and student is minimal compared with other modes of instruction.

1. Participation is on a voluntary basis, and assignment to a course is by mutual consent of faculty member and the Chief Instructional Officer. Instructors may indicate their availability for correspondence courses using the Availability Form (Appendix C-2).

2. Compensation will be equated at regular load rate.

3. It is the District’s responsibility to deliver instructional modules to the students and to return the completed work to the instructor in a timely manner consistent with the course schedule and the academic calendar. Similarly, it is the instructor’s responsibility to provide feedback to the students and to assess their work in the same timely manner for each instructional module.

Both the District and the instructor are expected to monitor the workload and delivery schedules and to anticipate possible end-of-semester issues so that corrective actions can be taken or arrangements can be in place to complete the course after the end of the contract period. Instructors are expected to work in good faith and to give full effort in attempting to finish any work that has been delivered late.

If within one calendar month of the end of the contract period it is anticipated that a significant amount of student work may not be delivered to the instructor in time to assess it within the constraints of the academic calendar and the term of the contract, the District may extend the contract period (without additional compensation) to allow sufficient time to complete the course. If upon consultation with the instructor it is determined that the instructor cannot work beyond the original contracted period, the District may re-assign the remainder of the course to another instructor, but no disciplinary or punitive actions will be taken against the instructor if the district determines that there was insufficient time for the instructor to complete the work.

**Article 23**

**Discipline**

A. The District shall not discipline an associate faculty member without just cause. If the services of an associate faculty member are terminated due to discipline, the associate faculty member and the Federation shall receive written notice of termination. In addition, the faculty member shall receive a written statement of the reasons for termination. The non-reemployment of associate faculty members from one semester to the next shall not be considered a disciplinary action.

B. The associate faculty member may appeal any disciplinary actions taken by the employer through Article 18, Grievance Procedure.
ARTICLE 24

LEAVES OF ABSENCE

A. Sick Leave

1. Associate Faculty having a regularly scheduled hourly assignment shall earn and accrue paid sick leave at the rate of one (1) hour for each sixteen (16) contact hours worked. Sick leave that has been accumulated by a unit member shall be withdrawn at the rate of one (1) hour sick leave for each hour of scheduled contact hour work for which the unit member is absent due to illness or injury.

2. Unused portions of sick leave days shall be cumulative on a year to year basis, indefinitely without limit.

3. Sick leave shall be available to each unit member from the first day the member reports for work in each contract period.

4. The District shall provide each unit member once a year, upon request, a written statement of the accrued sick leave benefits to which the member is entitled. Such statement shall be provided no later than October 1st of each academic year.

5. Any employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick leave benefits to which entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.

6. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

7. It shall be the responsibility of the employee to notify the personnel office, in writing, of the name and address of the district by which he/she was employed, and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

8. Any person utilizing sick leave benefits under provisions of the Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, or if the District has reasonable belief that such leave is being misused or abused, may be required to provide the college, upon return, with a statement from a physician verifying the nature of the illness or injury, and verifying the employee's fitness to return to duty or probable date of return.

9. All sick leave rights or accumulations shall be canceled when an employee terminates employment with the district. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code.
Article 24

B. Donated Leave

Donated leave is a paid leave of absence due to verifiable illness, injury or other disabling condition of the employee, the employee’s spouse, parent, child or any person permanently residing in the employee’s household.

Employees who have successfully completed two semesters in paid status shall be eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee, the employee shall exhaust leave in the following manner; members with 20 days or more of sick leave shall first consume 75% of their accumulated sick leave balance. Those members with less than 20 days shall first consume down to a balance of 5 days of sick leave before becoming eligible for consideration of donated sick leave. In addition the applicant will be required to submit a medical verification documenting the need for the leave.

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

Requests for donated leave shall be made by the Director of Human Resources/EEO through a district wide notice. An additional notice will be sent once the specific amount of leave needed is donated. Should the employee return prior to using all of the donated leave the remaining balance will not be granted to the employee for future use.

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

C. Bereavement Leave

1. Unit members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed five (5) working days per occurrence on account of death of any member of the member's immediate family.

2. "Member of immediate family," as used in this Section, means the spouse, son, daughter, mother, father, grandmother, grandfather, grandchild, sister/brother, foster parent, step-parent, step-child, foster child, brother-in-law, or sister-in-law of the unit member or any other person living in the immediate household of the unit member, or having a similar close relationship which the District may accept as qualified. In the case of "any other person living in the immediate household or having a similar close relationship," the Human Resources Office shall have the authority to determine whether a relationship qualifies. Any person utilizing bereavement leave under this Article shall notify the designated college
office in advance of taking the leave by completing a report of absence form, and may be requested to provide the college, upon request, a verification of absence.

D. Use of Sick Leave for Personal Necessity

1. Associate Faculty may use 0.67 (two-thirds) of an hour of personnel necessity leave for every hour of sick leave granted each semester. Personal Necessity leave must be approved by the Dean of Instruction or the Dean of Students and confirmed by the Director of Human Resources. Personal necessity leave does not accrue from semester to semester or year to year as in the case of sick leave.

2. Associate Faculty may borrow or use up to the amount of Personal Necessity leave that they are scheduled (by contracted assignment) to earn in a given semester. If the unit member's employment is terminated or ends prior to earning the amount of Personal Necessity leave taken, the unearned amount will be deducted from the unit member's final compensation.

3. Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in Bereavement Leave); appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours; receipt of summons, subpoena, or other judicial order requiring absence from work, excluding jury duty; observance of a major religious holiday of the unit member's faith; matters relating to present or prospective employment or parental responsibilities (as defined below) that cannot be scheduled outside of working hours.

4. "Parental responsibility" is defined as having responsibility for:
   a. An unmarried child from birth to the date he/she attains age 19.
   b. An unmarried child at least 19 years of age to the date he/she attains 25 years of age provided the child is a full-time student and is principally dependent on the unit member for his/her support and maintenance.

   An unmarried child will be considered an eligible dependent beyond the age specified above if on the date of attainment he/she is incapable of self-sustaining employment because of mental retardation or physical handicap and is principally dependent on the unit member for support and maintenance.

   c. A "child" is the unit member's natural born or legally adopted child. An adopted child shall be considered a "child" from the moment the child is placed in the custody of the adoptive parents for adoption; or the unit member's stepchild who resides in the unit member's household in a regular parent-child relationship and is principally dependent on the unit member for his support and maintenance.

5. This leave specially shall not be used to extend holiday or break periods and does not include any recreational use or any use related to union activity. Such leave as applied for, used,
Article 24

and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

6. Associate Faculty may use up to three (3) hours per semester as “no tell time” for which the employee does not need to disclose the reason. Personal Necessity forms will still be required.

7. Advance notification on the approved District form is required before personal necessity leave may be taken except in emergency cases of death, serious illness or accident, in which cases, the notification shall be as soon as reasonably possible. Approval of non-emergency cases will be determined by the CIO and/or Human Resources Director.

E. Industrial Accident and Illness Leave

1. A certificated employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under worker's compensation insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not more than sixty (60) working days in any one academic year.

2. Industrial disability leave shall be granted from first day of disability.

3. Only absences which are supported by a doctor's certificate and have been verified by the district's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave. Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.

4. Should the employee's absence due to an industrial injury or illness extend beyond sixty (60) days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until he/she returns to duty, or until sick leave accrual has been used up, however, in no case to exceed a total of five (5) school months.

5. During any period a unit member is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:

   a. Industrial disability leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.

   b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
6. Any unit member who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.

7. Any unit member receiving industrial disability leave benefits must remain within the State of California unless the Superintendent/President or his designee authorizes travel outside the state.

8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due his/her for the same illness or injury.

F. Pregnancy Disability Leave

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

G. Child Bonding Leave

Associate Faculty members shall be provided unpaid child bonding leave in accordance with Ed Code §87784.5

H. Jury Duty

1. A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

2. When regularly called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.

4. Unit members are required to return to work during any day in which jury duty services are not required or on which such service is concluded in time for the employee to return for a class, office hour or required meeting or service.

5. The District may require verification of jury duty time prior to providing jury duty compensation.
6. During any period a unit member is receiving his/her regular salary for the District, he/she is required to endorse over to the District all payment made by the courts for jury duty for duty which occurred on any day or part of a day that the employee was responsible to provide service to the District.

I. Federation Leave

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

J. Employee Initiated Leave of Absence

Unit members may request Employee-initiated leaves of absence for purposes of health, family responsibilities or military service. Leaves may be granted for up to a maximum of two years. Leaves approved by the CIO or Human Resources Director shall not result in a loss of seniority. Unit members must submit a leave request form 60-days prior to the beginning of the semester (or as soon as practical for emergency situations) for review and approval. Any personal health insurance carried by the unit member through the District may, with the Carrier's and District's approval, be continued at the expense of such unit member on personal leave under this Article. Unit members granted a leave will be required to notify the district, in writing, of their projected return date. The District is not responsible to notify a returning member of potential assignments or for offering assignments until the return notification is received. Members that fail to notify the District by the originally projected return date will be deemed to have resigned employment from the District.

ARTICLE 25

SUMMER SESSION / INTERSESSION

A. Summer Session and Intersession assignments shall be in compliance with rules as defined in Ed Code 87474. Nothing in this article shall be construed as permitting associate faculty member to acquire regular classification with respect to employment in either of the following:

1. A summer term maintained by the district.

2. An intersession term maintained by the district.

3. Service in connection with the employment referenced in this article shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the district.

B. Summer session and intersession associate faculty shall be selected by mutual consent of the instructor and the Dean of Instruction.
C. Summer session and intersession instructors will receive the same hourly pay and associated benefits as they would for teaching the same course during the fall or spring semesters.

D. Summer session and intersession associate faculty may be offered more than one course during a summer session or intersession.

E. Seniority and continual comparable load (as per Article 14) will not apply to summer and intersession assignments.

**ARTICLE 26**

**PAST PRACTICE**

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

**ARTICLE 27**

**COMPLETION OF NEGOTIATIONS**

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

1. Whether or not specifically referred to or covered in this Agreement;

2. Even though not within the knowledge or contemplation of either party at the time of negotiations;

3. Even though during negotiations the matters were proposed and later withdrawn;

B. This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the terms of this Agreement on subjects covered or not covered by the Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.

C. This Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or re-openers during the term of this Agreement.
ARTICLE 28
DURATION

This Agreement shall become effective upon ratification and adoption by the parties, and shall continue in full force and effect through June 30, 2021.

No later than one hundred twenty (120) days prior to the expiration of this Agreement, the Governing Board, upon request by the union, agrees to begin negotiations on a Successor Agreement.

In witness whereof, the Associate Faculty Chapter, AFT/CFT, AFL-CIO, has caused this Agreement to be signed by its representatives, and the Feather River Community College District Board of Trustees has caused this Agreement to be signed by its Superintendent/President, attested by its clerk.

For the Union: For the District:

_________________________________________ Date  ________________________________________ Date

_________________________________________ Date  ________________________________________ Date

_________________________________________ Date  ________________________________________ Date
APPENDIX A
## ASSOCIATE FACULTY SALARY SCHEDULE

### 1.00 Equated Load

<table>
<thead>
<tr>
<th>RANGE NUMBER</th>
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<th>B</th>
<th>C</th>
<th>D</th>
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### PERFORMANCE STIPENDS

<table>
<thead>
<tr>
<th>Office/Position</th>
<th>Yearly Stipend</th>
<th>A.C.A. Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberal Arts Division Chair$^3$</td>
<td>$12,000.00</td>
<td>300</td>
</tr>
<tr>
<td>Mathematics, Physical and Life Science Division Chair$^3$</td>
<td>$12,000.00</td>
<td>300</td>
</tr>
<tr>
<td>Vocational Technical Division Chair$^3$</td>
<td>$12,000.00</td>
<td>300</td>
</tr>
<tr>
<td>Agricultural/Equine Studies Department Chair$^3$</td>
<td>$12,000.00</td>
<td>300</td>
</tr>
<tr>
<td>Academic Senate President$^3$</td>
<td>$7,000.00</td>
<td>150</td>
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<tr>
<td>Mini Corps/Sojourn Coordinator$^3$</td>
<td>$15,000.00</td>
<td>480</td>
</tr>
<tr>
<td>Incarcerated Students Program Director$^3$</td>
<td>$7,000.00</td>
<td>150</td>
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<tr>
<td>Associate Head Coach$^3$</td>
<td>$15,000.00</td>
<td>875</td>
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<tr>
<td>First Assistant Coach$^3$</td>
<td>$9,500.00</td>
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</tr>
<tr>
<td>Second Assistant Coach$^3$</td>
<td>$7,000.00</td>
<td>525</td>
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<tr>
<td>FLEX Coordinator</td>
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<td>40</td>
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<tr>
<td>Phi Theta Kappa Coordinator</td>
<td>$3,200.00</td>
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<tr>
<td>Faculty Accreditation Coordinator</td>
<td>Negotiable</td>
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<tr>
<td>Curriculum Coordinator</td>
<td>$3,750.00</td>
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</tr>
<tr>
<td>Faculty Advisors</td>
<td>$375.00</td>
<td>6</td>
</tr>
</tbody>
</table>

1 All stipends listed only apply if an Associate Faculty member occupies the position. Stipends that are available to both full-time and part-time faculty shall be compensated at the same rate.

2 Affordable Care Act hours credited. For positions with full-time faculty release time specified, hours are calculated to be the release-time percent times 15 unit-hours per week times 1.5. For other positions, estimated hours are shown.

3 Stipend meets STRS criteria and shall be reported as such.
### PERFORMANCE STIPENDS

<table>
<thead>
<tr>
<th>Office/Position</th>
<th>Stipend</th>
<th>A.C.A. Hours(^5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical Director</td>
<td>$2,000.00 per production</td>
<td>150</td>
</tr>
<tr>
<td>Drama Director</td>
<td>$1,000.00 per production</td>
<td>75</td>
</tr>
<tr>
<td>Interim Projects</td>
<td>By mutual agreement with the CIO and Associate Faculty Union President</td>
<td>Project dependent</td>
</tr>
<tr>
<td>Directed/Independent Studies</td>
<td>$75.00 per unit per student</td>
<td>5.5 per unit</td>
</tr>
<tr>
<td>Associate Faculty Release Time</td>
<td>$2,500.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Co-Instructor in Lecture/Lab Split</td>
<td>$150.00 per course</td>
<td>16</td>
</tr>
<tr>
<td>Committee Participation</td>
<td>50% lecture rate(^6)</td>
<td>Per committee schedule</td>
</tr>
<tr>
<td>Departmental Program Coordination(^7)</td>
<td>$1,600</td>
<td>34</td>
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<tr>
<td>Injury/Illness Prevention Program Training/CPR-AED Training</td>
<td>$15 Hour</td>
<td>Course dependent</td>
</tr>
</tbody>
</table>

\(^4\) All stipends listed only apply if an Associate Faculty member occupies the position. Stipends that are available to both full-time and part-time faculty shall be compensated at the same rate.

\(^5\) Affordable Care Act hours credited. For positions with full-time faculty release time specified, hours are calculated to be the release-time percent times 15 unit-hours per week times 1.5. For other positions, estimated hours are shown.

\(^6\) Minutes must show that the Associate Faculty member attended the meeting, and stipend will not be paid if Associate Faculty member is being compensated for the meeting time through another FRC position.

\(^7\) Program Coordinator: to be applied at the CIO’s discretion where no full-time faculty member is in the program and for which the program offers degrees and/or certificates and participates in the program review process as defined by the Strategic Planning Committee.
## Coaching Duties

### Associate Head Coach

- Plan, coordinate and implement the intercollegiate program
- Assist in the marketing of the intercollegiate program in local and outside communities
- Recruit and coach a team
- Initiate athletic eligibility procedures for athletes participating in the program
- Coordinate high school visitations for intercollegiate related recruitment activities
- Develop and facilitate practice duties
- Drive team members to athletic programs
- Monitor weight training for attendance and behavior
- Monitor study tables for attendance and behavior
- Student Orientations with team players

### First Assistant Coach

- Facilitate practice duties as assigned
- Drive team members to athletic programs
- Monitor weight training for attendance and behavior
- Monitor study tables for attendance and behavior
- Complete laundry and uniform inventory, as assigned
- Participate in student orientations with team players
- Assist in recruitment

### Second Assistant Coach

- Facilitate practice duties as assigned
- Drive team members to athletic programs
- Monitor study tables for attendance and behavior
- Complete laundry and uniform inventory, as assigned
- Participate in student orientations with team players
- Assist in recruitment

---

7 All duties listed refer to the stipends noted for these positions in Appendix A-2 and will be paid over a ten-month period, except for the Head Coach duties which are paid over a twelve-month period.
LONGEVITY INCREMENTS AND DOCTORAL STIPEND

A. Longevity Increment Amounts

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st day of academic year beginning with 10th year of service</td>
<td>$650</td>
</tr>
<tr>
<td>1st day of academic year beginning with 12th year of service</td>
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<tr>
<td>1st day of academic year beginning with 15th year of service</td>
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<td>1st day of academic year beginning with 18th year of service</td>
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</tr>
<tr>
<td>1st day of academic year beginning with 21st year of service</td>
<td>$3000</td>
</tr>
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</table>

See article 19 for how the stipend is prorated for load.

B. Doctoral Stipend

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$900</td>
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</tbody>
</table>

C. Coaching Longevity Stipend

Stipend schedule below is in addition to the agreed upon coaching stipend:

- $1000 annually after three years of service
- $2000 annually after five years of service

---

8 Stipends that are available to both full-time and part-time faculty shall be compensated at the same rate.
9 One year = two semesters, excluding summer session.
APPENDIX B
**PROFESSIONAL ADVANCEMENT CRITERIA**

All activities should be reviewed by the Standards and Practices committee before a faculty member participates, if the faculty member wishes to apply the professional development towards a professional advancement credit. In cases where an activity cannot be reasonably anticipated, up to 9 units may be retroactively applied, if the committee determines that the activities clearly and appropriately fit into one of the first three categorical activity types listed below. Faculty may bank hours when they participate in activities, which are determined to be equivalent to less than one unit of advancement credit. Banked hours will be accumulated until they equal 54 hours, at which time one unit of advancement credit will be applied.

Appropriate activities to be included in a stream-lined professional advancement policy/contract include:

1. Units since the Bachelor's Degree from an accredited institution and which contribute towards a faculty member’s improved depth or breadth of knowledge in the field in which they teach. (Units means semester units)
2. Professionally pertinent training that leads to certification, re-certification, or licensure related to the field in which a faculty member teaches. Fifty-four hours of training is equivalent to one unit towards professional advancement. Participants are responsible for clearly documenting hours of participation.
3. Attendance at conferences, seminars, and workshops, which contributes towards a faculty member’s improved depth or breadth of knowledge in the field in which they teach. Fifty-four hours of training is equivalent to one unit towards professional advancement. Participants are responsible for clearly documenting hours of participation.
4. Faculty members may submit proposals for other activities that will contribute towards expanding their depth and breadth within their field. In this case, fifty-four hours of participation is equivalent to one unit towards professional advancement. Participants are responsible for clearly documenting hours of participation. These proposals MUST BE SUBMITTED, REVIEWED, AND ACCEPTED by the Standards and Practices Committee before they occur.
ASSOCIATE FACULTY SABBATICAL LEAVES

A. Criteria

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

B. Requirements

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

C. Eligibility

Unit members shall be eligible for one (1) year of sabbatical leave after six (6) years of service to the District. A year is defined as two semesters of service. Said unit members shall be eligible thereafter for one (1) year of sabbatical leave upon the completion of each additional six (6) years of service to the District. Authorized leaves of absence filed with the Dean of Instruction totaling not more than two (2) academic years shall not be considered as a break in service for the purpose of sabbatical leave; and such leave shall be included as service in computing sabbatical leave eligibility.

D. Application

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

E. Committee Membership

1. The Sabbatical Leave Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate, and one (1) by mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.

2. All members shall have equal weight in all respects, and a chairperson, whose function is nominal, is selected by the Committee as a whole at the beginning of each academic year.

3. No member shall serve for more than four (4) years.
4. One (1) new member shall be appointed each year. If a vacancy does not occur through normal attrition or through a self-disqualification by a member who intends to apply for a sabbatical leave, the senior member will resign. If two (2) or more members are of equal seniority, some chance method, such as the drawing of straws, will be used to select the member who will resign.

5. Sabbatical Leave Committee recommendations shall not be subject to the grievance procedure.

6. The Committee shall work closely with the Dean and provide regular reports on the attainment of committee goals and the expenditure of funds. The CIO’s concurrence shall be necessary for Professional Development Retraining and Sabbatical Leaves prior to recommending same to the Superintendent/President.

7. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

F. Criteria for Evaluating Proposals

1. Objectives of the proposal.

2. Likelihood the objectives will be achieved.

3. Evidence of pre-planning, acceptance, permits, documents, if possible.

4. How the project will benefit the college/district.
   a. How many and which people will be affected.
   b. How many disciplines will be affected.

5. Correlation of time asked for and the project.

6. Seniority and quality of project will be weighed 50/50.

G. Salary Rate

1. Sabbatical leaves may be arranged for one (1) year with a grant equal to 66⅔% of the annual year's salary, or for one (1) semester with a grant of 100% or one-half year's salary to be effective for those applicants chosen for sabbaticals. [Two (2) quarters will also be paid at 100%]. “Annual Salary” is understood to mean the part-time faculty member's continuing comparable load.

2. The salary rate for an employee on sabbatical leave shall be reduced by the amount of his/her earnings had he/she not been on sabbatical leave.
Appendix B-2

H. Salary Base

While on sabbatical leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

I. Credit on Salary Schedule and Benefits

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

J. Service Obligation

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

K. Illness - Injury – Death

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

L. Sabbatical Leave Report

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

A. Purpose of Retraining Leave

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

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

The faculty member receiving such a retraining leave will be required to enroll in an accredited four-year college or university, or other specific program acceptable to the District, which will qualify the individual to teach per California requirements in the authorized subject matter area approved by the District.

The faculty member must have been employed by the District as associate faculty for at least eight (8) semesters prior.

B. Return to Service

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

C. Application

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

A certificated employee may apply for retraining leave provided the faculty member has not taken any other paid Professional Development leave during the six (6) semesters preceding application for retraining leave.

D. Committee Membership

1. The Professional Staff Development Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate and one (1) by mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.
2. The Committee shall work closely with the Dean and provide regular reports on the attainment of committee goals and the expenditure of funds. The Dean’s concurrence shall be necessary for Professional Staff Development Retraining and Program Development Leaves.

3. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

4. All members shall have equal weight. The chairperson shall be selected by the Committee as a whole at the beginning of the academic year.

5. Any Committee member applying for a retraining leave shall resign from the Committee. One (1) new faculty and one (1) new administrative member shall be appointed each year. If a vacancy does not occur through normal attrition, the senior member will be replaced.

E. Criteria for Acceptance of Leave Application

1. Likelihood that certification will be achieved in no more than one (1) semester.

2. Evidence that faculty member has been accepted in an education/retraining program acceptable to

3. Evidence that faculty member with new certificate can fulfill assignments in teaching areas needing additional staff.

F. Salary Rate

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

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

G. Salary Base

Salary percentage for retraining leave shall be paid in the same manner as that paid during regular service.
H. Credit on Salary Schedule and Benefits

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

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

I. Service Obligation

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

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

J. Faculty Revitalization Goal

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

K. Funding

If state funds designated for staff development become available during the term of this Agreement, the FRCFT shall make recommendations to the Superintendent/President for the use of those funds. (See Appendix B-2.D)
APPENDIX C
EMPLOYEE-INITIATED LEAVE OF ABSENCE FORM

I, the undersigned, request a leave of absence in accordance with Article 24-I of the Associate Faculty Union Contract. I understand that my seniority, as it affects assignment of load, will not be affected by this request, as long as my leave does not exceed a maximum of two years.

SEMESTER(s) REQUESTED:
(Check those that apply, up to a maximum of two years; write in the year or years requested.)

YEAR: __________________
Spring _____ Fall _____ Summer _____

YEAR: __________________
Spring _____ Fall _____ Summer _____

PURPOSE  (Please attach the appropriate certification):

____ Family Responsibilities
____ Health
____ Military Service

I understand that if I have not identified one of the reasons above, as stipulated in the Associate Faculty Union Contract, this request shall be construed as a voluntary leave of absence, and my seniority will be affected.

Print Name: ______________________________________

Signature: ______________________________________ Date: _________

Approved: ______________________________________ Date _________
Signature Title

CC: Original to Office of Instruction / Employee / Associate Faculty Union
AVAILABILITY FORM

To maintain your Associate Faculty status and to indicate your scheduling preferences for the semester after next, please respond to the questions below and return the form before or during the first two weeks of the upcoming semester. If you are no longer interested in teaching with Feather River College, answer "No" to question #1 and write "Resigned" below it. If an availability form is not submitted in a timely manner for an upcoming semester, the Office of Instruction will assume that you are available to teach up to the maximum allowed load in any location or delivery mode at any time. NOTE: If your address or other contact information has changed, you must contact Human Resources directly.

Name: ________________________________

Address: ________________________________

Phone: __________________ Mobile (optional): __________________

1. Are you interested and available to teach classes at Feather River College during the regular (Spring/Fall) semester after the current upcoming semester? (Circle.) Yes / No

2. What load are you available to teach? _______ Load (max load 10.0 units)

3. Are you available to teach any distance education classes? (see Article 22) Yes / No

4. Are you available to teach any correspondence education classes? (e.g., ISP) Yes / No

5. I am available to teach in the following locations (Please check all that apply):
   - Quincy ___
   - Greenville ___
   - Portola ___
   - Chester ___
   - Loyalton ___

Please complete the attached scheduling grid reflecting your physical availability.

I, ________________________________ (name/please print) confirm that this information is accurate at the time of my signature. I will contact and inform the Feather River College Instruction Office if any of the information changes.

______________________________ ________________
Signature Date

Please return this form to the Feather River College Instruction Office, 570 Golden Eagle Ave., Quincy, CA 95971.
ASSOCIATE FACULTY SCHEDULING GRID

Please use the grid provided with this form to indicate class times and days when you are available and not available to teach. Desired classes and times may also be indicated on the grid; however, such requests are nonbinding. The District shall make a good faith effort to accommodate the requested schedules of instructors subject to available facilities, other scheduling priorities and restrictions, and student needs.

For full consideration of scheduling requests, work availability forms need to be submitted to the Instructional Office during the first two weeks of the semester prior to the semester under consideration (e.g., first two weeks of fall semester to be considered for the following spring).

Guide:

Lecture Classes:

**MWF** – 1 hour, 3 times a week:
8-9, 9-10, 10-11, 11-12 (12-1pm, College Hour), 1-2, 2-3, 3-4, 4-5, 5-6, 6-7

**MTWR** or **MTWF**, etc. – 1 hour, 4 times a week:
(Same times as above)

**TR** – 1.5 hours, 2 times a week:
8-9:30, 9:30-11, 11-12:30, 1-2:30, 2:30-4, 4-5:30, 5:30-7, 7-8:30

**MW** – 1.5 hours, 2 times a week:
1-2:30, 2:30-4, 4-5:30, 5:30-7, 7-8:30

**MTW** or **MTR** – 3 hours, 1 time a week:
4-7, 7-10

Labs:

**M, T, W, R, or F**
1-4, 4-7, 7-10

Please attach this form to the availability update form and return to the Feather River College Instruction Office,
570 Golden Eagle Ave., Quincy, CA 95971.

If you have any questions please call the scheduling specialist at (530) 283-0202, ext. 214.
Thank you.
## Associate Faculty Scheduling Grid

**Name:** ___________________________________________  
**Phone:** _________________  
**Semester:** _______________  
**Year:** _______________  

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<tr>
<th>Hours</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>SAT/SUN</th>
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<td>8:30-10 p.m.</td>
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**Notes**
FEATHER RIVER FEDERATION OF TEACHERS
FEATHER RIVER COMMUNITY COLLEGE DISTRICT

CERTIFICATED EMPLOYEE GRIEVANCE FORM

(For complete information, refer to the FRCCD — FT or PT AFT/CFT Contract)

1. Name of Grievant(s): __________________________________________________________

   Work Extension: ______ Other Telephone (optional): _____________________________

   Immediate Supervisor: _________________________________________________________

2. Grievance Step (check one): Step 1 _____  Step 2 _____  Step 3 _____

3. Articles Grieved: ____________________________________________________________

   Section(s): __________________________________________________________________

   Paragraph: ___________________________________________________________________

   Date of Violation: _______________  Date Filed: ________________________________

   Grievant shall present his/her grievance within twenty (20) days after the Grievant knew or
could have known the condition upon which the grievance is based.

4. Statement of Grievance: (Include a description of the specific factual basis for the
   grievance, including names, dates and places necessary for a complete understanding of the
   grievance. Use additional sheets if necessary.)
5. If this grievance is at Step 2 or Step 3, please attach prior step written grievance and written decision and state reasons why the prior step written decision is unacceptable to the Grievant. (Use additional sheets if necessary.)

6. Relief, Remedy of Action Sought: (Use additional sheet if necessary.)

Grievant Signature: ______________________________

Date: ________________
FEATHER RIVER COMMUNITY COLLEGE DISTRICT

REPORT OF ABSENCE

PERSONAL NECTCESSITY LEAVE

***ASSOCIATE FACULTY***

To Be Attached to Report of Absence Form

I certify that I will be or was absent from duty for ________________ (hours/days)
on ________________ (dates) for the following reason:

In case of Personal Necessity, a member of the unit may use 0.67 (two-thirds) of an hour of personal necessity leave for every hour of sick leave granted in the semester the Personal Necessity is taken:

- Emergencies related to the unit member's home in cases of natural disaster or accident
- Illness or accident to the unit member's immediate family
- Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours
- Receipt of summons, subpoena, or other judicial order requiring absence from work, excluding jury duty
- Observance of a major religious holiday of the unit member's faith
- Matters relating to present or prospective employment or parental responsibilities that cannot be scheduled outside of working hours
- No tell

I affirm that my use of leave is consistent with the criteria listed above and contained in the agreement between FRCCD and FRFT- AFC.

I understand that I may borrow or use up to the amount of Personal Necessity leave that I am scheduled (by contract assignment) to earn in a given semester. I further understand that if my employment is terminated or ends prior to earning the amount of Personal Necessity leave taken, the unearned amount will be deducted from my final compensation.

Signature: ____________________________________________

_____ Approved  _____ Denied ________________________________, CIO
SIDE LETTERS OF AGREEMENT
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