



BCFA

COLLECTIVE

BARGAINING

AGREEMENT

2007-2009

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AGREEMENT

1. The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Barstow Community College District ("District") and the Barstow College Faculty Association ("Association" or "BCFA"), an affiliate of CTA/NEA.
2. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code of this State.
3. This Agreement shall become effective on January 1, 2007 and shall continue in effect through December 31, 2009.
4. Agreed to by the Barstow College Faculty Association on December 5, 2007 attested by the signature of the President.

Signature

Date

5. Agreed to by the Barstow Community College District by vote of the Board of Trustees on December 13, 2007, attested by the signature of the District President.

Signature

Date

ARTICLE I

RECOGNITION

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



ARTICLE II

NOTICE

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

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

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

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

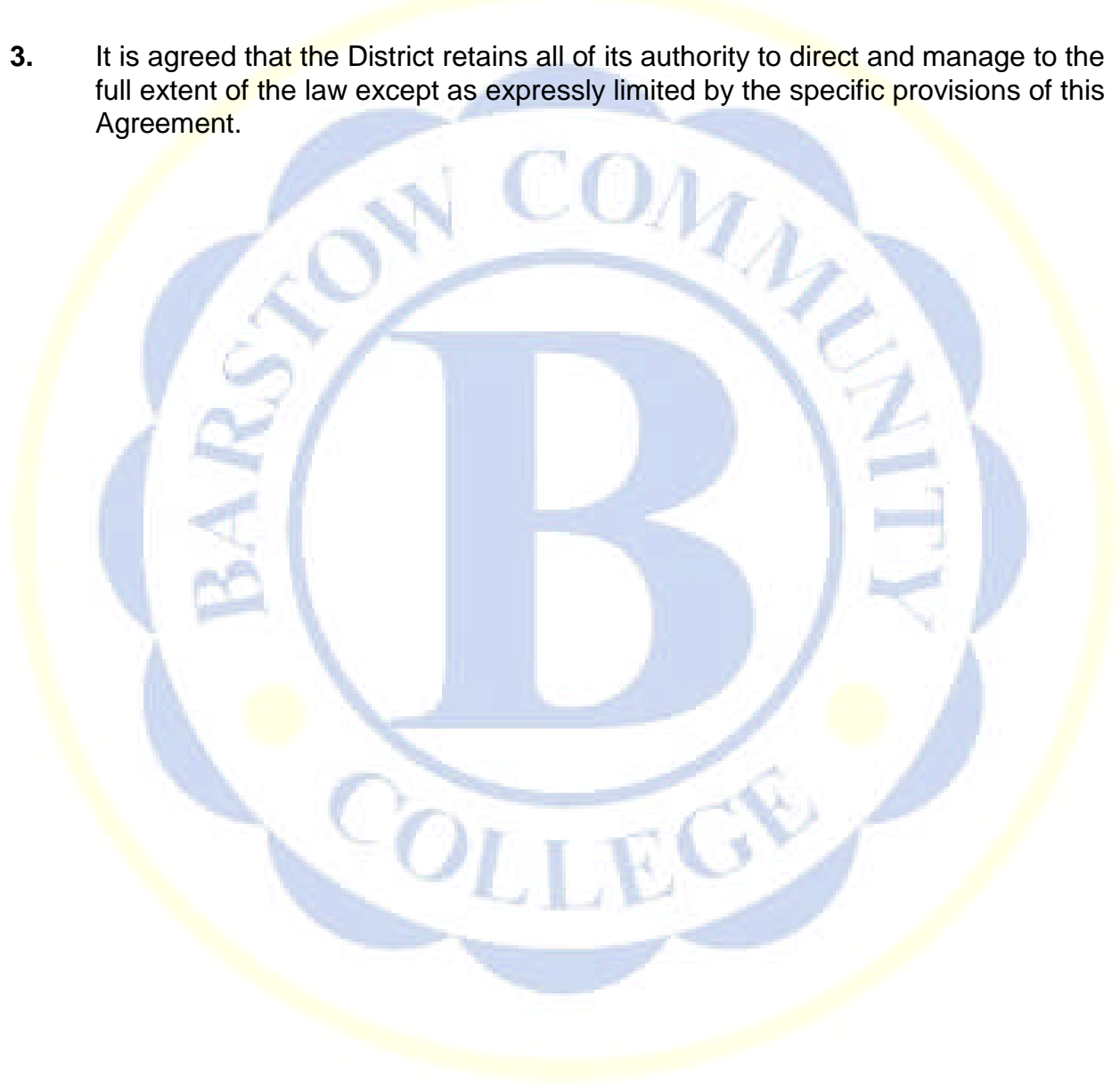
Alternate: **PRESIDENT**
Barstow College Faculty Association, CTA/NEA
2700 Barstow Road, Barstow, CA 92311

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

ARTICLE III

DISTRICT RIGHTS

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



ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 FACILITIES:** The Association and its representatives shall have the free use of college equipment and facilities, subject to the priorities of educational use and student use, for Association business. The BCFA shall bear the cost of all supplies incident to any BCFA meeting or BCFA business conducted on campus.
- 4.2 COMMUNICATION:**
- 4.2.1 Bulletin Boards:** The Association shall have the use of a District designated bulletin board in the instructional complexes, faculty mail room, staff lounge, and the dining area.
- 4.2.2 Mailboxes:** The Association shall have the right to use the college mail distribution services and the mailboxes for Association communications. The Association shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request by BCFA. The author or sponsor shall appear on all materials sent through the campus mail service by BCFA, together with a designated authorization by the Association President.
- 4.2.2.1** A copy of BCFA material posted on the District designated bulletin board and Association material intended for general distribution to faculty unit employees through the campus mail services shall be provided to the District President prior to being posted or distributed. The Association should exercise responsibility for the content of such material.
- 4.2.2.2** The Association agrees not to post or distribute material which is derogatory or defamatory of the District or its personnel.
- 4.2.3 Reproduction Services:** The Association may use the reproduction services, subject to institutional priorities, on an at-cost-basis.
- 4.2.4 Barstow College Directory:** The District will furnish all faculty members a directory every semester. The directory will be published as soon as possible after the first week of every term.
- 4.3 RIGHT OF ACCESS:** Duly authorized Association representatives may conduct official Association business on campus, with individual employees at any time other than during the individual employee's instructional classroom hours, office hours, contractual obligations, and professional duties.

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

4.5 BARGAINING UNIT INFORMATION:

4.5.1 Board Agendas: The District shall provide the Association, within the week prior to each meeting of the Board of Trustees, a copy of the complete Board agenda.

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

4.6 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS:

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

4.6.2 Any faculty member, with the exception of part-time faculty who shall not be subject to the terms set out in Sections 4.6.2 through 4.6.7, who is not a member of the Association, or who fails to remain a member in good standing of the Association, or who does not make application for membership within thirty (30) days from the date of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessments. The faculty member shall pay the service fee in one lump sum cash payment; provided, however, that the faculty member may authorize payroll deduction for such service fee in the same manner as provided in Section 4.6.1.

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

- 4.6.3** (a) Any faculty member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except that such faculty member shall pay, in lieu of a service fee as described in Section 4.6.2, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- (1) United Way
 - (2) Red Cross
 - (3) Boy Scouts of America
 - (4) Barstow College Foundation
- (b) Proof of payment and a written statement of religious objection, along with verifiable evidence of membership in a religious body as described in Section 4.6.3(a), shall be made on an annual basis to the District and the Association as a condition of continued exemption from the provisions of Sections 4.6.1 and 4.6.2. Proof of payment shall be in the form of receipt and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year, or within thirty (30) days of claiming such exemption.
- (c) Any faculty member making payments as set forth in Section 4.6.3 (a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
- 4.6.4** With respect to all sums deducted by the District pursuant to Sections 4.6.1 and 4.6.2, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of faculty members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

- 4.6.5** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.6.6** (a) The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.
- (b) The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in defense of such action.
- (c) The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
- (d) The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party(ies) in such action, shall immediately pay to such party(ies) all sums owing under such order and judgment.
- 4.6.7** Upon appropriate written authorization from the Faculty Members, the District shall deduct from the salary of that Faculty Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the District.
- 4.7** The District will consult on budget development decisions, through BCFA participation on the Strategic Planning, Budget Development and Review committee, prior to the Board of Trustees adopting the annual budget.
- 4.7.1** Should any new positions be established during the term of this Agreement, the placement of those positions in or out of the Bargaining Unit shall be negotiated with the Association.

ARTICLE V

NEGOTIATIONS

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

ARTICLE VI

NONDISCRIMINATION

6.1 CONFORMITY TO LAW

Neither the District nor the Association shall discriminate against any unit member on the basis of race, color, creed, age, national origin, political affiliation, domicile, marital status, physical handicap, sexual orientation, membership in any employee organization, or participation in the activities of any employee organization with respect to matters pertaining to employment.

6.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND DIVERSITY

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

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

ARTICLE VII

HOURS, TERMS, AND CONDITIONS OF EMPLOYMENT

7.1 ANNUAL AND WEEKLY REQUIREMENT:

7.1.1 Days of Service in Academic Year: The assignment of days of service for each academic year shall be 176.

7.1.2 Full-time instructors are employed for a basic work week averaging forty (40) hours to comprise lecture hours or equivalent (see 7.2 Standard Academic Lecture Load), office hours, unscheduled teaching-related hours, and other professional duties hours. Professional duties include, but are not limited to: in-service training; District committee meetings and assignments; preparation; interacting with students as a mentor or club advisor; maintaining subject matter currency through reading professional literature; curriculum development programs; business and community relations; and participating in institutional or assignment-based research.

7.1.2.1 Each full-time instructor shall be present on campus for thirty (30) hours a week, including a minimum of two (2) hours per day on the days that they teach classes.

7.1.2.2 Each full-time instructor shall maintain a schedule of at least five (5) office hours per week for every school week, or no fewer than four (4) days per week as office time for consulting with and assisting students.

7.1.2.3 Office hours are to be scheduled to meet the needs of the students, potential students, and the needs of the educational program of the College. Each scheduled period of office time shall be in increments of thirty minutes or greater. Night office hours (after 5:00 p.m.) shall be scheduled in proportion to night classes.

7.1.2.4 At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of office hours to the appropriate administrator for approval. Such approval shall not be unreasonably withheld. The administrator and the PABX station attendant shall maintain the approved schedule of office hours of each instructor, and the instructor shall post the approved office hours on his/her office door.

- 7.1.2.5** During the period of term examinations, each full-time instructor shall meet his/her assigned examination schedule and at least one (1) office hour on each day of their examination schedule.
- 7.1.2.6** Where more than two (2) examinations are assigned to a full-time instructor on a given day, the instructor shall have the option of shifting some of the required office hours to another day of the examination schedule.
- 7.1.2.7** Examination week office hour schedules shall be separately reported, administratively approved, and posted by each full-time instructor.
- 7.1.3 Graduation:** Participation in the annual graduation ceremonies, including the academic procession on commencement day, is part of the contractual obligation of all certificated staff members. The academic regalia will be provided at no cost to the staff.
- 7.1.4** The instructional staff have authority and/or responsibility for:
- 7.1.4.1** Assessing students' achievement of approved course objectives;
 - 7.1.4.2** Assigning grades to students and maintaining a record on the basis of such grades;
 - 7.1.4.3** Dropping students from class for non-attendance, non-performance, or persistent disruption;
 - 7.1.4.4** Suspending students for acute disruption of class. Such suspension shall be reported on the same day to the Student Services Office in writing, setting forth the circumstances and names of witnesses. Such suspension shall not exceed one day following the day of the suspension.
 - 7.1.4.5** Determining appropriate student assignments;
 - 7.1.4.6** Determining appropriate instructional techniques and aids;
 - 7.1.4.7** Providing students with syllabi and course objectives; and grading and weighing standards to be employed in the course, per college policy. This information will be provided on the first day of class if at all possible, but no later than the first week of class.
- 7.1.5** The District shall not preempt the above without reasonable cause.

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

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

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

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

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

7.1.8.1 Travel from the campus to the assigned duty and back shall be recompensed at the IRS mileage rate.

7.1.8.2 Off-campus is defined as any site outside a ten-mile radius of Barstow College.

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

7.1.9 SHORT-TERM SUBSTITUTE AND CERTIFICATED PROCTORING RATE:

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

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

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

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

7.2 FACULTY LOAD POLICY INSTRUCTION:

7.2.1 Lectures:

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

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

7.2.1.3 The weekly equated hour load for instructors of lecture classes shall be 15 SLH per semester, not to exceed a total of 30 SLH for the year.

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

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

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

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

7.2.1.8 Enrollment in live classes will be limited to room or work station capacity, allowing for 10-15 percent expected attrition. Online enrollments shall be capped at fifty (50). By mutual agreement between the District and the instructor, online enrollments may exceed fifty, provided that the instructor receives proportionate additional compensation.

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

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

7.2.4 Physical Education Activity Classes:

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

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

7.2.4.2.1 The Head Coach of an intercollegiate athletic team shall receive a \$5,000 stipend.

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

7.2.5 Performance Classes: Music, drama, and art classes shall be factored at .85 SLH. Multiple department classes may be factored at 1.0 SLH at the District's discretion. Directors of musical theatre productions shall receive a stipend of \$2,000.

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

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

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

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

7.2.10 Academic Senate: The President of the Academic Senate will receive 25% release time.

7.3 INDEPENDENT STUDIES AND CREDIT BY EXAMINATION

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

7.3.2 Credit by Examination:

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

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

7.4 WORK EXPERIENCE:

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

7.5 OVERLOAD AND UNDERLOAD:

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

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

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

- 7.5.4** Overload compensation on the Certificated Salary Schedule shall be at the rate of \$34.00 per hour for Hourly Class 1, \$36.00 for Hourly Class 2, and \$38.00 for Hourly Class 3.
- 7.5.5** Overload assignments shall not exceed 12 hours annually, unless an exception is granted by the District.
- 7.5.6** No overload will be granted to any faculty member receiving release time in a given semester, unless an exception of additional hours is granted by the District.
- 7.5.7** When an instructor's completed assignment results in a residual underload, that underload shall be carried over and brought up to the norm in a later semester. If there is a residual underload upon termination of employment, the unit member will reimburse the District. In this instance, the remuneration will be computed at the current part-time hourly rate.

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

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

7.6.1 All assignments will fall into one continuous eight-hour block or into two blocks of at least two hours each, not to exceed a total of eight hours.

7.6.2 No other assignments will be made on those days of split shift which fall between the two blocks of time. The instructor will have a minimum of four hours between shifts.

7.6.3 Turn-around time will not be less than eleven hours. Turn-around time for instructors assigned off-campus evening courses shall not be less than 12 hours.

7.6.4 Instructors may be assigned no more than two standard lectures, or the equivalent, evening classes per term nor more than four evening classes in any two year period with exceptions noted in 7.6.6

- 7.6.5** Equity between early and late evening assignments will be maintained over a two-year period.
- 7.6.6** Instructors may agree to accept more than two evening classes per term and/or less than eleven hours turn-around time.
- 7.6.7** This article applies only to District assignments and does not include overtime overload classes.
- 7.6.8** Exceptions, for this section and subsections, may be made when an instructor has an underload.
- 7.6.9** Instructors assigned classes on five consecutive days of the week shall not be assigned Friday night or weekend classes. Instructors may be assigned no more than one Friday night or weekend class in any two-year period, unless a unit member specifically requests and is granted said assignment.

7.7 SUMMER SCHOOL COMPENSATION:

- 7.7.1** Summer School Salaries for full-time faculty shall be as per the summer school hourly salary schedule in Appendix C and D. The summer school rates will be increased by 4%, beginning in the summer, 2009 term. This revised schedule is also listed in Appendix C and D.

7.8 NEW PREPARATIONS:

- 7.8.1** A new preparation is defined as a course of instruction which the instructor has not taught in two or more years.
- 7.8.2** Instructors will be given one term's notice of assignment to a new preparation.
- 7.8.3** If it becomes necessary to assign one or more new preparations without one term's notice, the instructor so assigned will be relieved of all other non-teaching District assignments for the term in which that course of instruction is offered.

7.9 COUNSELOR LOAD:

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

7.9.2 Work Year:

7.9.2.1 Counselors are assigned to a 176 day contract.

7.9.2.2 District may add 18 days or 10% to the contract.

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

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

7.10 MINIMUM CLASS SIZE:

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

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

7.11 VARIANCES:

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

7.11.1 When late registration may add sufficiently to the enrollment.

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

7.11.3 Where the class launches a newly developed program.

- 7.11.4 Where other sections are filled and the offering is the first course in a sequence.
- 7.11.5 Where the course is to be offered but once during the school year and is a requirement for a major, certificate, or degree.
- 7.11.6 Where conditions or safety of facility size dictate smaller enrollments.
- 7.11.7 Off-campus classes designed to meet the needs of special interest groups.
- 7.11.8 Classes with enrollments of less than 12 that would be of benefit to students and the District, may be offered only at the discretion of the District.
- 7.11.9 Variance will be granted where the Instructor Student Load is the equivalent of 135 or more students (405 WSCH for classes having a load factor of 1 SLH)

7.12 ALTERNATIVE ASSIGNMENTS:

When a class assigned to be taught by a regular or full-time contract employee (more than 60% of contract) is canceled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent three (3) semesters, which may include Summer School. It shall be the responsibility of the District to carry out the provisions of this policy in the best interest of the college.

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

7.14 ON-LINE CLASSES:

- 7.14.1 Instructors may teach online a maximum of 40% of a standard full-time load. One online overload class per semester may be permitted, unless an exception is granted by the District.
- 7.14.2 Combination classes—those in which the identical class is offered both on campus and online—are to the students' benefit and shall be encouraged.

- 7.14.2.1** No additional remuneration is offered for combination classes.
- 7.14.2.2** Combination classes will have a combined maximum enrollment of 35 students.
- 7.14.3** Instructors of online classes have the same contractual obligations as other instructors in terms of office hours, time on campus, etc.; however, one office hour per course per week shall be conducted “online”, and the instructor shall be immediately available to students through online means during that hour. This office hour shall be announced to the students as part of the course materials. The instructor may conduct the “online office hour” from whatever location he/she chooses.
- 7.14.4** Instructors of online classes shall be obligated to have all course materials prepared in a timely fashion and posted for student use well in advance of student due dates.
- 7.14.5** Since interactivity is at the heart of successful online classes, instructors shall interact with students no less than twice a week. Prompt and appropriate interaction with students shall form a part of the instructor’s evaluation, and may be used as a determining factor by administrators in assigning online classes.
- 7.14.6** Instructors who teach online shall have the background of either having taught an online course or taken a course in online course development or the Barstow College introductory course on online classes to assure they have sufficient skill in managing Internet e-mail, attachments, and other necessary online instruction. Instructors who do not have this background shall not be asked to teach online courses until such requirements are met.
- 7.14.7** If the District requires the instructor to develop an online class, the instructor shall be paid a stipend of \$1000 upon approval of the course by the curriculum committee. A Copyright for the class shall be as determined below.
- 7.14.8** An orientation session is important for all online students. An online orientation shall be available for distance students. An orientation packet for each class shall be given to the student at the time of registration.
- 7.14.9** The intellectual property rights and the right to claim the copyright for online courses shall be as follows:

7.14.9.1 The faculty member may claim the right to copyright material if it was created on the faculty member's own time without payment, stipend, or release time.

7.14.9.2 The District may claim the right to copyright material if the project was commissioned by the District and if payment, stipend, release time, or District resources are granted to the faculty member specifically for this purpose.

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

7.14.9.4 Royalty distribution rights will parallel ownership in copyright.

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

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

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

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

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

ARTICLE VIII

SALARY

8.1 INITIAL PLACEMENT ON SALARY SCHEDULE:

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

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

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

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

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

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

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

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

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

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

8.1.8.1.2 New England Association of College and Secondary Schools (NEA);

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

- 8.1.8.1.4 Northwest Association of Secondary and Higher Schools (NWA);
- 8.1.8.1.5 Southern Association of College and Schools (SACS);
- 8.1.8.1.6 Western Association of Schools and Colleges (WASC).

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

- 8.1.8.2.1 Occupational instructors placed on Columns I or II;
- 8.1.8.2.2 Demonstrated benefit to the college within retraining goal approved by the District President.

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

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

8.2 **SALARY UPON PLACEMENT:**

8.2.1 Base salary for full-time unit members, including instructors, counselors and librarians, shall be in accord with the appropriate Salary Schedule in Appendix A and B, attached hereto and included by reference.

8.3 **PART-TIME FACULTY:** A temporary part-time faculty member in the Barstow Community College District is one who serves in a certificated position reaching 60% or less of the annual normal course teaching load of a full-time instructor with comparable course duties, or one who serves as a certificated counselor or librarian at 60% or less of the normal full-time load of a full-time counselor or librarian with comparable duties.

8.3.1 **Salary for Part-Time Faculty:** The part-time faculty rate of pay for Hourly Class 1 will be \$40.00; Hourly Class 2 will be \$42.00; and Hourly Class 3 will be \$44.00, effective the beginning of the spring 2008 semester. The part-time faculty rate of pay for Hourly Class 1 will be \$42.00; Hourly Class 2 will be \$44.00; and Hourly Class 3 will be \$46.00, effective the beginning of the fall 2008 semester.

The basic skills non-credit part-time faculty rate of pay will be \$29, \$31, and \$33 respectively, also effective the beginning of the spring 2008 semester. The basic skills non-credit part-time faculty rate of pay will be \$31, \$33, and \$35 respectively, also effective the beginning of the fall 2008 semester.

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

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

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

8.5.1 The salary schedules effective July 1, 2007 and July 1, 2008 are given in Appendix A and B. The doctoral stipend will be \$2,000.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

9.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE:

- 9.1.1** The District will pay the cost of premiums for medical, dental, and vision insurance for each bargaining unit member and their dependents, and life insurance and income protection for each unit member, with bargaining unit members contributing \$800 per year in fiscal year (fy) 2007-08. The District's base contribution for fy 2007-08 is \$12,384.
- 9.1.2** Beginning July 1, 2008, the District and bargaining unit member will share increased costs above the base contribution of \$12,384 at a 50%/50% split. The employee contribution will be at least \$951, but no more than \$1,100/year. The new District base contribution will be \$12,384 plus the District's share of the total cost above \$12,384.
- 9.1.3** Beginning July 1, 2009, the District and bargaining unit member will share increased costs above the base contribution described above. The employee contribution will be at least the amount above, but no more than \$1,300/year. The new District base contribution will be the amount determined above plus the District's share of the total cost above that amount.
- 9.1.4** The District's base contribution shall include the total premiums for medical, dental and vision only.
- 9.1.5** The bargaining unit and District will adhere to all Joint Powers Agency (JPA) guidelines during the term of this agreement.
- 9.1.6** Should BCFA wish to add additional medical, dental, and vision insurance options to the insurance package currently in place, bargaining unit members will pay the additional costs.

ARTICLE X

CALENDAR AND HOLIDAYS

10.1 HOLIDAYS:

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

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

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

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

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

10.2.3 One week spring break shall be scheduled.

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

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

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

ARTICLE XI

LEAVES

11.1 SICK LEAVE:

- 11.1.1 District Rights:** The Board of Trustees reserves the right to specify within the limits of statute, the manner of verifying the legitimacy of leave taken.
- 11.1.2 Amount of Leave:** Certificated employees employed full-time within the District are entitled to one day of sick leave for each month of contract service.
- 11.1.3** Overtime hours and summer employment for full-time certificated staff will generate additional sick leave on a pro-rata base.
- 11.1.4** Unused sick leave shall be cumulative from year to year.
- 11.1.5 Extended Leave:** When a certificated employee is absent for more than his or her annual sick leave entitlement (10 days) because of illness or accident, the next five school months shall be paid in the following manner:
- 11.1.5.1** First, the accumulated sick leave entitlement carried over from the previous school year shall be applied. The certificated employee shall receive full salary compensation for these days of absence.
- 11.1.5.2** Second, the balance of the five months the certificated employee is absent from duty shall be compensated for at a rate which is the difference between what the employee would have received during the period of absence, and that which would have been paid to substitute in accordance with the District salary schedule for part-time and temporary employees.
- 11.1.5.3** Limitations: Should a certificated employee be absent for more than 100 working days because of illness or accident, the employee is entitled to receive full salary compensation only if there are days remaining in the employee's accumulated sick leave entitlement. This compensated leave shall terminate when all such entitlement is taken.

11.1.6 Physician's Statement: Employees absent for more than five (5) consecutive days will be required to submit a physician's statement or that of a person authorized by any well-recognized church or denomination to treat people stating the reason for absence and whether or not the employee can perform all assigned duties.

11.1.7 Involuntary Sick Leave: Should a certificated employee of the District, in the opinion of an administrator, show evidence of deviation from normal physical or mental health, the administration shall report this to the District President, who shall recommend a course of action in accordance with state law.

11.1.8 Records: The personnel records of this District shall show the attendance of each employee and such days as the employee may be absent for reason of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee.

11.1.9 Abuses: Misuse of such leave shall be considered a serious infraction of Board rules subject to the Board's power to discipline employees up to and including discharge (Education Code Sections 87764, 87780-82).

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

11.2.1 Limitations:

11.2.1.1 Allowable leave shall not be accumulated from year to year.

11.2.1.2 Allowable leave shall commence on the first day of absence.

11.2.1.3 Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the employee under Workman's Compensation laws, exceed the normal monthly salary.

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

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

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

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

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

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

11.4 **MATERNITY LEAVE:** The Board of Trustees shall provide for leaves of absence, subject to law and the policies of this Board, for any certified employee of this District whose absence is required by pregnancy, miscarriage, childbirth, or recovery there from. Such absences may be requested and granted only in accordance with Board policy on temporary disability (sick leave) and extended leaves of absence.

11.4.1 An employee whose pregnancy has been certified shall report her condition to her supervisor as soon thereafter as possible and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth or recovery there from.

11.4.2 **Certification of Fitness:** A pregnant employee shall present to her supervisor a written statement by her physician of her physical capacity to perform the duties of her position:

11.4.2.1 At the time she notifies the Board of her pregnancy;

- 11.4.2.2 Monthly during the course of pregnancy;
- 11.4.2.3 Before she resumes her duties following the termination of pregnancy;
- 11.4.2.4 When notwithstanding such certification of fitness, the performance of a pregnant employee has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, or when the employee has been absent more than five (5) consecutive days, the employee shall then be required to submit a physician's statement that she is physically fit to perform the duties assigned to her.

11.4.3 Temporary Disability Leave: A pregnant employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery there from on the same basis as leave granted for any temporary disability (sick leave).

11.4.3.1 The employee and her physician shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties; and, report that date to her supervisor in order that substitutional services may be arranged and the educational program suffer the least interruption.

11.4.3.2 Similarly, the employee and her physician shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

11.4.3.3 In either case, the Board may verify the claim of the employee that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure of Certification of Fitness.

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

11.5 **FAMILY AND MEDICAL LEAVE**

Family leave will be granted in compliance with current law. Specific information may be obtained from the Human Resources Office.

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

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

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

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

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

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

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

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

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

11.6.3.2 Accident involving the employee's person or property;

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

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

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

11.6.4 Exclusions:

11.6.4.1 Extension of a school holiday or vacation;

11.6.4.2 Social event (wedding of self or family member, reunion, etc.);

11.6.4.3 Job interview for position outside of the District.

11.6.5 Compensation:

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

11.7

EXCEPTION:

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

11.7.1 Personal Business Leave:

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

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

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

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

11.7.1.4 The District shall subtract from the Unit member's salary an amount equal to the established substitute teacher daily rate when a substitute is used;

11.7.1.5 If the person applying for leave arranges for a substitute acceptable to the chief instructional officer that involves no expense to the District, no salary deduction shall be made.

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

11.9 **BEREAVEMENT LEAVE:** Every person employed by this community college district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or the governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used for this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Education Code Section 87788).

11.10 **COURT DUTY:**

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

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

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

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

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

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

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

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

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

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

11.12.2 **Restrictions:**

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

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

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

11.12.3 Exception: The Board reserves the right to grant leaves of absence for purposes not otherwise covered by Board Policy, when in the judgment of the Board such action will mutually benefit the employee and the College (Education Code Section 87763).

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

11.13.1 Benefit to the District: The Board of Trustees, upon the advice and recommendation of the Superintendent/President, may grant Professional Growth Leave to any certificated employee who has qualified by submitting an acceptable plan of proposed activity to be carried on during the leave, which will be of benefit to the college district.

11.13.2 Financial Ability of the District: Professional Growth Leaves may be granted each year based upon financial ability of the District.

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

11.13.4 Duration:

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

11.13.5 Application Procedure:

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

11.13.6 Other Requirements:

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

11.13.7.1 Render a period of service in the employ of the Board following his or her return from the leave of absence which is equal to twice the period of the leave;

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

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

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

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

ARTICLE XII

EVALUATIONS

12.1 Purpose

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

12.2 Definitions for Purposes of Evaluation

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

12.3 Evaluation Process for Contract Faculty (tenure-track)

- 12.3.1** Written evaluation and assessment of performance shall take place at least once each school year (Education Code 87663).

- 12.3.2** Student surveys, self-evaluations, and class observations will be completed between weeks 9 and 13 of the semester. Evaluations shall be completed by the end of the semester in which they are initiated using the evaluation forms in Appendix G through I. The final evaluation form shall be summarized on the “Performance Evaluation Summary” form in Appendix J.
- 12.3.3** The evaluation team for full-time contract faculty will have the same members throughout the tenure process, and will be composed of the following: an instructional administrator, and two full-time certificated faculty members, one from the discipline in which the evaluatee teaches, or a closely related discipline, and one designated as an Academic Senate mentor. The two certificated faculty members shall be selected by mutual agreement between the District and the Academic Senate President. If mutual agreement cannot be reached, the faculty member(s) shall be randomly selected. First year, contract faculty members will not be asked to serve on evaluation teams.
- 12.3.4** Should a random selection of faculty evaluators become necessary, this will be conducted in the presence of the Academic Senate President or designee.
- 12.3.5** The Academic Senate will review the evaluation of fourth year probationary faculty members and make a report to the Board of Trustees concerning the extent to which the Senate concurs with the evaluation report on tenure status.
- 12.3.6** The evaluation process will include the following components:
- 12.3.6.1** Classroom observation by each member of the team
 - 12.3.6.2** Review of all teaching materials used
 - 12.3.6.3** Course outlines
 - 12.3.6.4** Classroom handouts and sample tests
 - 12.3.6.5** Examination of course textbook
 - 12.3.6.6** A review of the instructor’s grading patterns
 - 12.3.6.7** Variety of teaching methods and techniques, including the integration of instructional technology; and,

12.3.6.8 Retention rates: Assessment of retention rates will include data from both initial enrollment to the end of term, and from census to the end of term. The former factor will take into account “no-shows”. With respect to both retention factors, only rates which deviate significantly from faculty averages will be addressed.

12.3.6.9 Student Evaluations

12.3.6.10 Self-Evaluation: The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual may include any information and material he/she thinks relevant. Whenever possible, accomplishments should be documented. For example, he/she may include such items as those below or others.

12.3.6.10.1 Improvement of instruction

- a. Course revisions
- b. Improvement in teaching technique and procedures
- c. Contributions to department and program development

12.3.6.10.2 Professional service and development

- a. Membership and service to professional organizations
- b. Participation in workshops and conferences
- c. Professional presentations and publications

12.3.6.10.3 Service

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

12.3.6.10.4 Goals and Plans for the Future

It is the individual full-time faculty member's responsibility to prepare, assemble and deliver the self-evaluation material to peer reviewers and the administrator conducting the evaluation.

12.3.7 Evaluation Review: The certificated staff member shall meet with the appropriate administrator to review the results of the evaluation. At the request of the evaluatee, he/she may be accompanied to the evaluation conference by one other unit member of their choosing who shall serve as a non-participating observer. The appropriate administrator shall draft a written evaluation report with input from the evaluation team on the form in Appendix J.

12.3.8 The contract employee shall be provided a copy of the written evaluation prior to the start of the Evaluation Review meeting in 12.3.7.

12.3.9 The appropriate administrator, the evaluated instructor, and, if applicable, the unit member present at the evaluation conference, shall sign the final evaluation as an indication that the meeting took place.

12.3.10 The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.

12.3.11 The evaluation report may include formal recognition of areas of exemplary performance or suggestions for improvement on the part of the evaluated instructor.

12.3.12 The contents of performance evaluations shall not be subject to Article XIII, Grievance Procedure, of the Agreement.

12.4 Evaluation Process for Regular Faculty

12.4.1 Frequency of Evaluation

12.4.1.1 Regular faculty will be evaluated at least once every 3 years on the evaluation form found in Appendix G through I.

- 12.4.2** Student surveys, self-evaluations, and class observations will be completed between weeks 9 and 13 of the semester. Evaluations shall be completed by the end of the semester in which they are initiated.
- 12.4.3** The evaluation team for regular faculty will be composed of the following: an instructional administrator and one full-time regular faculty member selected by mutual agreement between the Academic Senate President and the District from the discipline of the evaluatee or a closely related discipline.
- 12.4.4 Evaluation Review:** The certificated staff member shall meet with the appropriate administrator to review the results of the evaluation. At the request of the evaluatee, he/she may be accompanied to the evaluation conference by one other unit member of their choosing who shall serve as a non-participating observer. The appropriate administrator shall draft a written evaluation report with input from the evaluation team on the form in Appendix J.
- 12.4.5** The evaluation process will include the same components as listed in Section 12.3.6.
- 12.4.6** The employee shall be provided a copy of the written evaluation at the meeting.
- 12.4.7** The appropriate administrator, the evaluated instructor, and, if applicable, the unit member present at the evaluation conference shall sign the final evaluation as an indication that the meeting took place.
- 12.4.8** The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.
- 12.4.9** The evaluation report may include formal recognition of areas of exemplary performance or suggestions for improvement on the part of the evaluated instructor.
- 12.4.10** The contents of performance evaluations shall not be subject to Article XIII, Grievance Procedure, of the Agreement.

12.5 Evaluation process for temporary/hourly faculty

- 12.5.1** Temporary/hourly faculty will be evaluated during their first semester of employment, and at least once during every four semesters thereafter.
- 12.5.2** Student surveys, self-evaluations, and class observations will be completed between weeks 9 and 13 of the semester. Evaluations shall be completed by the end of the semester in which they are initiated.
- 12.5.3** Evaluations for temporary/hourly faculty shall be conducted by an instructional administrator, assisted by a full-time faculty member in the discipline or, if there are no full-time faculty members in the discipline, a randomly selected full-time faculty member. Should a random selection of faculty evaluators become necessary, this will be conducted in the presence of the Academic Senate President or designee.
- 12.5.4** Following an analysis of the results of student evaluations, if the situation warrants it, any or all of the steps in 12.4 may be followed.

12.6 Counselor/Librarian Evaluation

12.6.1 Evaluation Team

12.6.1.1 The evaluation team for counselors will have the same members throughout the tenure process, and will be composed of the following: an administrator from Student Affairs, a full-time counselor and a full-time certificated member designated as an Academic Senate mentor. The two certificated faculty members shall be selected by mutual agreement between the District and the Academic Senate President. If mutual agreement cannot be reached, the faculty member(s) shall be randomly selected. First year, contract faculty members will not be asked to serve on evaluation teams.

12.6.1.2 The evaluation team for the librarian will have the same members throughout the tenure process, and will be composed of the following: an appropriate administrator, and two full-time faculty members selected by mutual agreement between the District and the Academic Senate President.

If mutual agreement cannot be reached, the faculty member(s) shall be randomly selected. First year, contract faculty members will not be asked to serve on evaluation teams.

12.6.2 Student evaluation timelines

12.6.2.1 Student evaluations will be obtained from a Satisfaction Survey distributed to the students counseled by the counselor during the prior two years, and will be a part of the evaluation of counselors.

12.6.2.2 Student evaluations will be obtained from a Satisfaction Survey regarding the library services, and will be a part of the evaluation of the librarian.

12.6.3 **Review:** The counselor or librarian shall meet with the appropriate administrator to review the results of the evaluation. At the request of the evaluatee, he/she may be accompanied to the evaluation conference by one other unit member of their choosing who shall serve as a non-participating observer. The appropriate administrator shall draft a written evaluation report with input from the evaluation team.

12.6.4 The employee shall be provided a copy of the written evaluation at the meeting.

12.6.5 The appropriate administrator, the evaluated faculty member, and, if applicable, the unit member present at the evaluation conference shall sign the final evaluation as an indication that the meeting took place.

12.6.6 The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.

12.6.7 The evaluation report may include formal recognition of areas of exemplary performance or suggestions for improvement on the part of the evaluated instructor.

12.6.8 The contents of the performance evaluations shall not be subject to Article XIII, Grievance Procedure, of the Agreement.

12.7 Evaluation Process for Regular Counselor/Librarian

- 12.7.1 Regular Counselor/Librarian faculty members will be evaluated at least once every 3 years on the appropriate evaluation form.
- 12.7.2 The evaluation team for regular counselors will be composed of the following: an administrator from Student Affairs and one full-time counselor selected by mutual agreement between the District and the Academic Senate President.
- 12.7.3 The evaluation team for regular librarians will be composed of the following: an appropriate administrator and one full-time faculty member selected by mutual agreement between the District and the Academic Senate President.
- 12.7.4 The remainder of the evaluation process will stay the same as described in Sections 12.6.2 through 12.6.8.

12.8 Student Evaluations

- 12.8.1 **Frequency:** Student evaluations will be obtained at least once annually for each class preparation taught by every instructor.
- 12.8.2 The results of student evaluations will be reported to the appropriate administrator and the evaluated instructor. During the regular evaluation, the Team will be given copies of the accumulated student evaluations.
- 12.8.3 **Review:** Each instructor shall meet with the appropriate administrator to discuss the results of the student responses as determined by the administrator. The administrator shall make specific recommendations concerning the methods to be used for improving each rating summary.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 DEFINITIONS AND GUIDELINES:

- 13.1.1 A **grievance** is an allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of any of the provisions of this Agreement. If more than one full-time faculty member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all full-time faculty members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected full-time faculty members.
- 13.1.2 The District is not bound by any past practices of the District, or understandings with any employee, unless such practices or understandings are specifically stated in this agreement.
- 13.1.3 **Academic year** is the period commencing with August 1 and ending with May 31.
- 13.1.4 A **grievant** shall be an employee of the District who is a member of the unit. The Association may also be a grievant.
- 13.1.5 A **day** is any day in which the central administrative office of the college is open for business.

13.2 TIME LINE:

- 13.2.1 A grievance must be filed within 15 days of its occurrence in order to be considered.
- 13.2.2 A unit member or the involved administrative official may postpone the time line during scheduled vacation periods by giving written notice to the other party.
- 13.2.2.1 In such cases, the time line will commence on the first scheduled workday after the vacation period.

13.3 **PURPOSE:**

- 13.3.1** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- 13.3.2** Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
- 13.3.3** The aggrieved person may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement and that the Association has been given a copy of the grievance and the resolution.
- 13.3.4** Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement.
- 13.3.5** If a grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Agreement, it shall not be subject to further arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 13.3.6** In the event a grievance is filed at such time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year, and if left unresolved until the beginning of the following academic year, and if this delay could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District.

13.4 **PROCEDURE:**

At the request of the grievant, the BCFA Grievance Officer will assist faculty members in the preparation of grievance materials. A Faculty Grievance Form must be submitted to the District Officer handling the grievance at each level. The completed form must be submitted to the District within the contractual timelines. Only grievances that meet the requirements stated in 13.1.1 may be filed. All other submittals shall be returned to the complainant.

13.4.1 Level One: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant will discuss the grievance with the appropriate administrator either individually or with the Association's designated grievance representative with the objective of resolving the matter informally.

13.4.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing with the Superintendent/ President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the informal discussion provided at Level One.

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

13.4.3 Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days following the Level Two meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days, request in writing to the Superintendent/President or the Superintendent/ President's designee, that the grievance be submitted on the appropriate form to the Board of Trustees.

This appeal shall include a copy of the original grievance, the decisions rendered, and a statement of the reason(s) for appeal. The grievant and the District shall have an opportunity to present their respective cases during a regularly scheduled meeting of the Board of Trustees. Where permitted by law, this discussion may occur in a closed session.

13.4.4 **Optional:** The grievant may at this level request the formation of a fact-finding panel, thus:

13.4.4.1 The panel shall consist of two members of the unit and two members of the administration;

13.4.4.2 No person who has been involved in the grievance up to this point shall be appointed;

13.4.4.3 The function of the panel shall be to review all data related to the grievance and determine if additional relevant facts are available that could be useful in the final determination;

13.4.4.4 The panel shall, in writing within fifteen (15) days, submit its findings to the Board of Trustees.

13.4.4.4.1 The Board of Trustees shall base its decision solely on the written record unless, upon review, the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

13.4.4.4.2 The Board shall inform the grievant, in writing, of its decision within twenty (20) days after receiving the grievance or the fact-finding report.

13.4.4.5 This level represents the final step in the grievance procedure.

ARTICLE XIV

RETIREMENT

14.1 **REDUCED TEACHING SERVICE PROGRAM--IMPLEMENTATION AND REGULATIONS:**

In accordance with Education Code, the District shall establish a Reduced Teaching Service Program, and the same shall be implemented by regulations set forth below.

- 14.1.1** A faculty member must have reached the age of fifty-five (55) (or as modified by the Education Code) prior to reduction in workload.
- 14.1.2** The faculty member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
- 14.1.3** The option of part-time employment may be exercised at the request of the faculty member with concurrence of the District, and can be revoked only with the mutual consent of the District and faculty member.
- 14.1.4** The faculty member shall be paid a salary which is the pro rata share of the salary the faculty member would be earning had such faculty member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the faculty member makes the payments that would be required if full-time employment were continued. Employees shall be entitled to employee benefits on a pro rata basis in relation to percentage of annual contract. Employees will retain an office on campus, if needed.
- 14.1.5** The minimum part-time employment shall be the equivalent of 50% or more of annual load and required by the faculty member's contract of employment during the faculty member's final year of service in a full-time position.
- 14.1.6** A faculty member participating in this program shall receive the credit under STRS the faculty member would receive if employed on a full-time basis with a retirement allowance, as well as other benefits to which the faculty member is entitled under the Education Code, based upon the salary that the faculty member would have received if employed on a full-time basis, and both said faculty member and the District shall contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

14.1.7 A faculty member in the Reduced Teaching Services Program may remain therein for a period of five (5) years or to the end of the fiscal year in which the faculty member attains the age 65, whichever comes first, at which time the faculty member shall retire.

14.1.8 The District shall determine the number of faculty who may enter the program in any year.

14.1.9 Any modification in the level of part-time service of a faculty member who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the faculty member. It is the intent of this program to provide options for faculty for part-time employment to phase in their retirement programs. Thus, return to full-time service by any faculty member who has entered into this program is not permitted under this section without the express mutual consent of the member and the District.

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

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

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

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

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

14.3 **EARLY RETIREMENT:**

14.3.1 Employees who have been employed by the District for at least 10 years and retire between the ages of 55 and 64 shall be eligible to District sponsored medical insurance for the employee and their dependents until the early retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first.

14.3.1.1 The District will pay the cost of premiums for medical, dental, and vision insurance for each bargaining unit member and their dependents, and life insurance. Bargaining unit member contributions will be as defined in Article 9.1 of this Agreement. The contribution amounts will remain in effect until the benefits expire.



ARTICLE XV

SAVINGS PROVISION

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



ARTICLE XVI

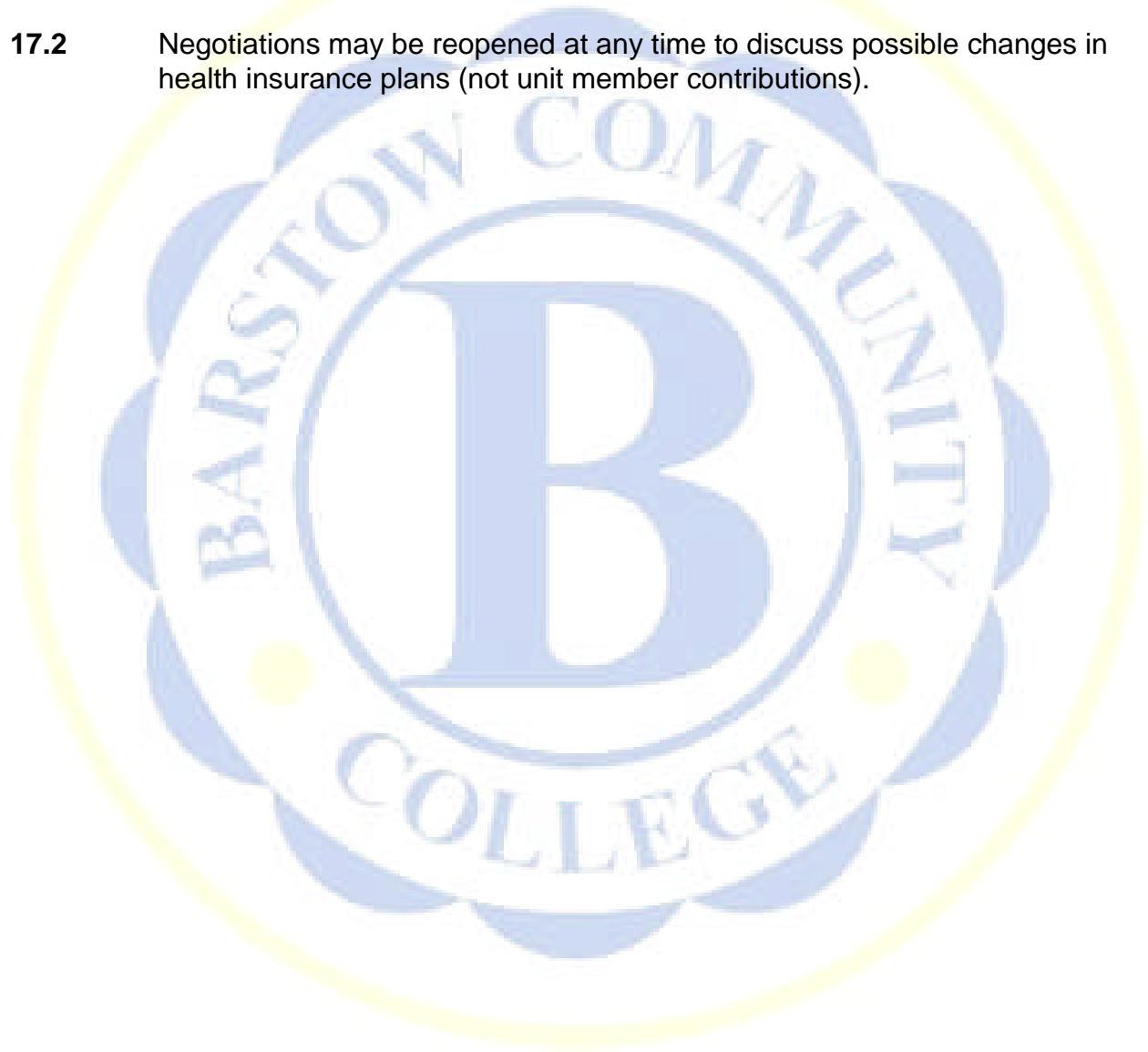
MAINTENANCE OF STANDARDS

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

ARTICLE XVII

REOPENERS

- 17.1** In the spirit of positive labor relations, the District and BCFA agree to meet over issues arising from interpretation and application of this Agreement. Further, if both parties agree, any clarification or modification of current contract language will be documented in a Memorandum of Understanding.
- 17.2** Negotiations may be reopened at any time to discuss possible changes in health insurance plans (not unit member contributions).











APPENDIX E
Counselor Evaluation Form

Name:
Title and Job Location:
Period:

SECTION I – JOB REQUIREMENTS (Based on Job Description)

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

SECTION II – PROFESSIONAL SKILLS AND KNOWLEDGE (Based on previously approved evaluation criteria)

TASK	RATING	COMMENTS
Understands the role and responsibility of the counselor.		
Competency in counseling functions to include military equivalency, transcript evaluation, graduation planning and evaluation, the transfer process, etc.		

Has a knowledge of community and other referral sources.		
Demonstrates rapport with students.		
Professional strengths.		
Faculty and staff relationships.		
Counseling skills (Sections II & III of student survey to be included in this rating)		

SECTION III – INDIVIDUAL AND PROFESSIONAL DEVELOPMENT

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

SECTION IV – General Objective

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

SECTION V – STUDENT EVALUATIONS

TASK	RATING	COMMENTS

SECTION VI – COMMENDATIONS AND RECOMMENDATIONS

COMMENDATIONS:		
RECOMMENDATIONS:		

SECTION VI – COMMITTEE ACTION

- Recommend continuance of probation period
- Recommend Tenure
- Tenured Faculty Review

**Student Affairs
Barstow Community College**

**Counselor
Barstow College**

**Peer
Barstow College**

Date

Date

Date

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

**Counselor
Barstow College**

SECTION VII – REVIEWER CERTIFICATION

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

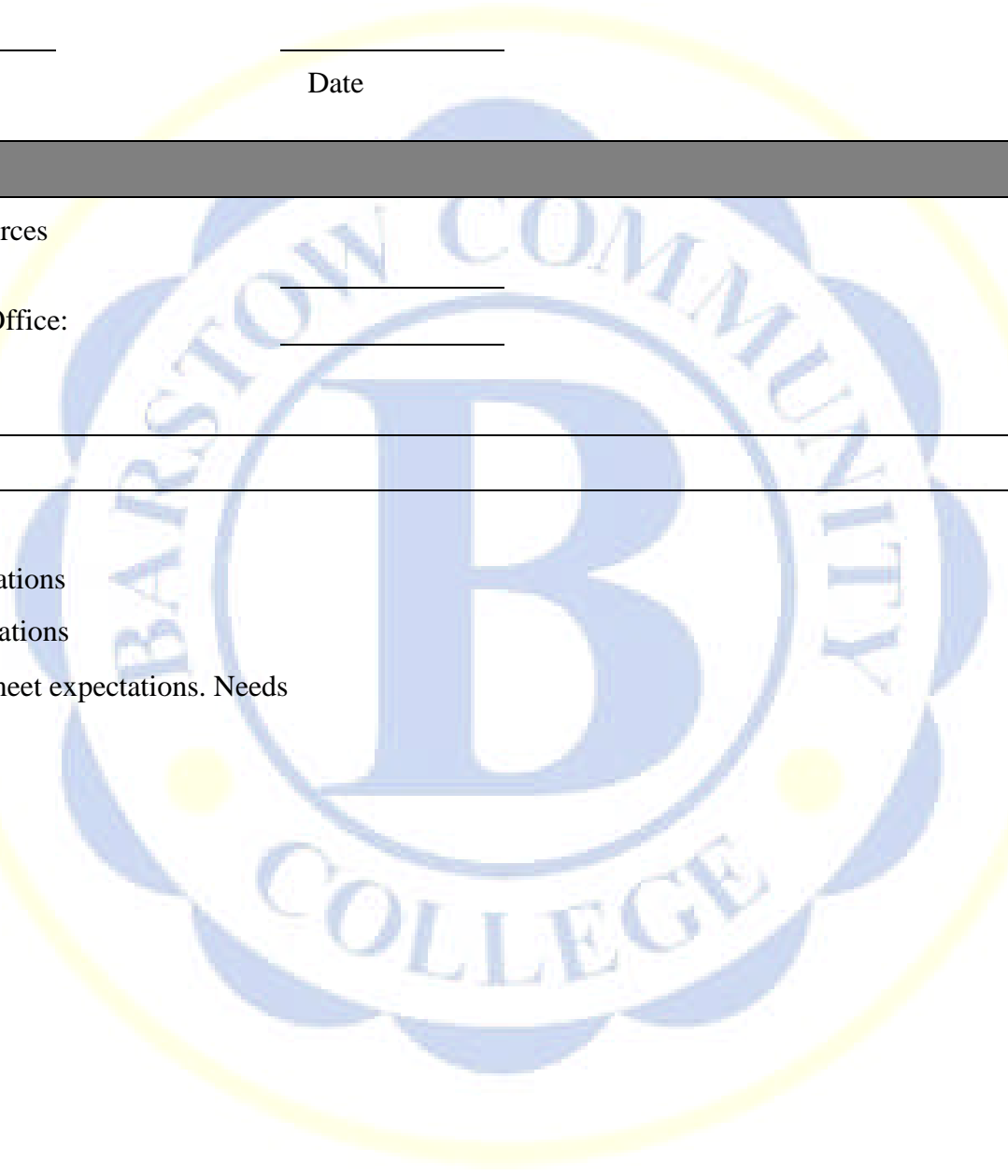
- () I concur with the ratings and conclusion of the immediate supervisor and will provide comments as to the performance of this management employee. (Optional)
- () I do not concur with the ratings and conclusions of the immediate supervisor and will provide comments as to the reason for my non-concurrence.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

President Barstow College	Date
SECTION IX – ACTIONS	
Date received by Human Resources Development Office:	
Date forwarded to President’s Office:	
Date of Board Action (approval/disapproval):	

3 = Excellent – Exceeds expectations

2 = Satisfactory – Meets expectations

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



APPENDIX F
COUNSELOR SELF-EVALUATION

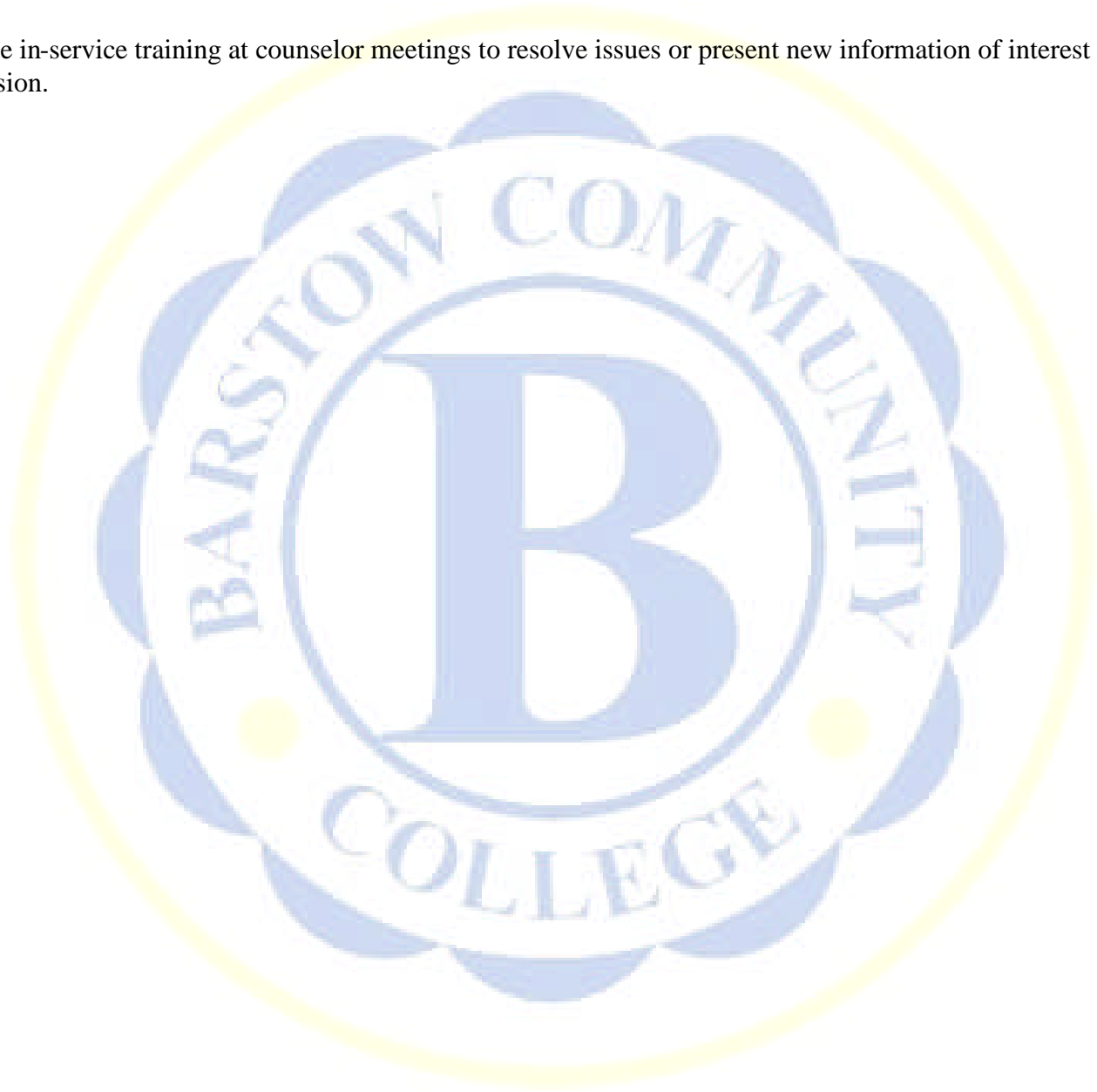
Counselor: _____
Please Print _____ Date: _____

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

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

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

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



APPENDIX G

*INSTRUCTOR EVALUATION FORM
PART B – CLASSROOM OBSERVATION*

Name of instructor being evaluated:

Class being observed:

Date of observation:

Observation conducted by:

1. Is the course content presented according to the course outline and syllabus of record?
Are the course outline and syllabus updated and on file with the Instruction Office?
The syllabus is complete and adheres to college format.
2. Is classroom presentation skillfully organized?
3. Does the instructor exhibit expertise and currency in teaching fields?
4. Does the instructor stimulate interest among students for subject content?
5. Does the instructor use a variety of teaching techniques, including hand-outs?
6. Are assignments and exams appropriate to the level (transfer, associate degree applicable, basic skills) of the course?
7. Is there evidence the instructor works in a spirit of cooperation to develop and maintain a collegial classroom atmosphere?
8. Does the instructor exhibit enthusiasm for subject matter and for teaching?

APPENDIX H

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

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

APPENDIX I

**INSTRUCTOR EVALUATION FORM
PART C – SELF-EVALUATION**

Name:

Date:

I. Improvement of Instruction

A. Course Revisions

1. Accomplishments during review period
Objectives for next review period

B. Improvement in Teaching Technique and Procedure

1. Accomplishments during review period
Objectives for next review period

C. Contributions to Department and Program Development

1. Accomplishments during review period
Objectives for next review period

II. Professional Service and Development

A. Membership and Service to Professional Organizations

1. Accomplishments during review period
Objectives for next review period

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

1. Accomplishments during review period
Objectives for next review period

III. Service

A. College Committees and Service

1. Accomplishments during review period
Objectives for next review period

B. Community Service Relying on Professional Competence

1. Accomplishments during review period
Objectives for next review period

IV. Goals and Plans for the Future

APPENDIX J

*INSTRUCTOR EVALUATION FORM
PART D- PERFORMANCE EVALUATION SUMMARY*

Instructor:

Department:

Evaluation Period:

Evaluation Team: Mark Meadows, PhD, Chair

CRITERION

COMMENTS

Classroom Performance:

Student Evaluations:

Self-Evaluation:

Assistance to Students:

Student Achievement:

Grading Practices:

Textbook/Materials:

Class Handouts:

Record Keeping/Reports:

College Activities:

Community Activities:

Suggestions:

Overall Evaluation:

Pursuant to Section 12.10 of the Collective Bargaining Agreement, "The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation".

This report has been shown to and discussed with me.

Instructor Signature: _____ Date: _____

Instructional Administrator: _____ Date: _____

VP of Academic Affairs: _____ Date: _____

Peer (Dept): _____ Date: _____

Peer (At Large): _____ Date: _____

Senate Officer (If Applicable): _____ Date: _____

APPENDIX K

BARSTOW COMMUNITY COLLEGE DISTRICT
CERTIFICATED STAFF PERFORMANCE EVALUATION

Date

Name: _____ Position: Librarian

Faculty Member's Status:

Probationary Standing for Tenure Tenured

Evaluation Time Frame:

Evaluation Period _____

Date of Initial Meeting _____

Date Final Evaluation is Reviewed with Instructor _____

Date Performance Evaluation Report sent to HRDO _____

LIBRARIAN EVALUATION FORM

Name _____

Date _____

RATINGS: E = Excellent S = Satisfactory RI = Requires Improvement

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

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

Signature of Instructional Administrator

Date

Signature of Faculty Peer

Date

Signature of Discipline Peer

Date

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

Signature of Librarian

Date

**Pursuant to Section 12.6.6 of the BCFA Collective Bargaining Agreement, "The employee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation."*

APPENDIX L

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

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

PROCEDURE

Article XIII – Grievance Procedure

13.4.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, ***the grievant will discuss the grievance with the appropriate administrator*** either individually or with the Association's designated grievance representative ***with the objective of resolving the matter informally.***

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

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

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

Date discussion occurred with the District Officer occasioning the grievance _____

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX M

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

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

PROCEDURE

Article XIII – Grievance Procedure

13.4.2 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing with the Superintendent/ President of the college or his/her designee, and with the President of the Association or the President's designee, within ten (10) days following the informal discussion provided at Level One.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

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

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

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

A written response from the President or his designee must be received by the grievant within five days of following the meeting at Level Two. Failure to respond within the time limits gives the grievant the right to continue with the process by moving to Level III.

Received _____ on _____ by _____
Division Date Initials of Recipient

APPENDIX N

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

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

PROCEDURE

Article XIII – Grievance Procedure

13.4.3 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days following the Level Two meeting with the Superintendent/President of the college or the Superintendent/President's designee, the President of the Association or the President's designee may, within an additional ten (10) days, request in writing to the Superintendent/President or the Superintendent/ President's designee, that the grievance be submitted on the appropriate form to the Board of Trustees. This appeal shall include a copy of the original grievance, the decisions rendered, and a statement of the reason(s) for appeal. The grievant and the District shall have an opportunity to present their respective cases during a regularly scheduled meeting of the Board of Trustees. Where permitted by law, this discussion may occur in a closed session.

Name of Grievant _____ Ext. _____

Signature of Grievant _____ Date _____

District Officer Occasioning the Grievance _____

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

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

Received _____ on _____ by _____
Division Date Initials of Recipient