AGREEMENT

Cerritos Community College District

-AND-

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

July 1, 2007 – June 30, 2009
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE OF ARTICLE</th>
<th>PAGE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>.................................</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1</td>
<td>RECOGNITION ........................</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>DISTRICT RIGHTS ..................</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>UNION RIGHTS ......................</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>SALARY ................................</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>EVALUATION ........................</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>General Provisions .................</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Components of Evaluation ..........</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Tenured Faculty Evaluations .......</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Probationary Faculty Evaluations</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>Temporary Full-Time Faculty Evaluations</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Part-Time Faculty Evaluations ......</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Administrative Review .............</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Administrative Evaluations ........</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Grievance Procedure ................</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>GRIEVANCE PROCEDURES ...............</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>TEMPORARY PART-TIME FACULTY REEMPLOYMENT / ASSIGNMENT</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>AGENCY FEE ..........................</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>SAVINGS CLAUSE ......................</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>TERM ..................................</td>
<td>24</td>
</tr>
<tr>
<td>SIGNATURE PAGE</td>
<td>..................................</td>
<td>25</td>
</tr>
<tr>
<td>APPENDIX</td>
<td>2007-2008 SALARY SCHEDULES</td>
<td></td>
</tr>
</tbody>
</table>
PREAMBLE

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

This Agreement is entered into this 18th day of June, 2008 pursuant to Government Code Sections 3540-3549.
ARTICLE 1: RECOGNITION

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

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

1.1.3 Exclusions: All other employees not designated in Section 1.1.2 above, including, but not limited to, substitute, management, supervisory, and confidential employees.
ARTICLE 2: DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its customary powers and authority to direct, manage and control the operations of the District to the full extent of the law. The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; fix duties and responsibilities of employees; establish positions; hire; assign; evaluate; promote; terminate; discipline unit members; and take any temporary action as may be necessary to carry out its mission in the event of an emergency. An emergency is defined as a natural disaster, such as fire, flood, earthquake, or unforeseen serious circumstance for which the District determines immediate action is necessary.

2.2 The exercise of the rights under this Article are not subject to the grievance procedures of the Agreement, except that the duration of any modification or termination of provisions contained in this Agreement by the District necessitated by an emergency declared under Section 2.1 above, may be grieved by the Union.

2.3 The appropriate Vice President or designee and Director of Human Resources shall meet with the Union in order to exchange views and concerns and give good faith consideration to the Union’s position prior to contracting out bargaining unit work not previously contracted out by the District.
**ARTICLE 3: UNION RIGHTS**

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

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

3.3 Subsequent to mutual agreement on the format, copies of this Agreement shall be printed by the District within thirty (30) working days after it becomes effective and copies shall be made available to faculty members upon written request to the Human Resources office. The District shall distribute copies to new faculty members upon their employment. The District and the Union shall share equally the cost of reproducing this Agreement.

3.4 Upon request, the District shall furnish to the Union non-confidential public information directly related to the Union’s role as exclusive bargaining representative. The Union shall pay the reasonable costs of reproducing such documents.

3.5 The District shall provide the published Board Book, which includes agendas, minutes and non-confidential back-up materials, to the Union at the time the Book is normally distributed to the Board.

3.6 Upon written request, the District shall provide a list of unit member names, addresses, telephone numbers, and work locations to the Union, except where a unit member specifies in writing that their telephone number and/or home address be withheld.

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

3.8 The District shall provide the Union with a total of 30 lecture hour equivalents (LHEs) per academic year (July 1 – June 30) of non-cumulative reassigned time for purposes of conducting negotiations, processing grievances and other lawful union business. The Union shall submit in writing to the Director of Human Resources the proposed name(s) of the unit member(s) and the proposed amount(s) of reassigned time to be allocated during the academic year not later than eight (8) weeks prior to the start of the affected term.
3.8.1 The Union may purchase additional reassigned time up to 12 lecture hour equivalents (LHE’s) per academic year at the Step 3 rate on the temporary part-time/ substitute hourly instructor salary schedule, plus District payroll taxes. Reassigned time in excess of this amount shall be purchased in accordance with Education Code Section 87768.5

3.9 As part of the package of information to newly-hired unit members, the District shall provide each newly-hired unit member with a membership form and reduced agency fee request information provided by the Union.

3.10 An authorized representative of the Union shall be allowed to speak on any item on the Board’s public meeting agenda in accordance with existing Board rules and regulations.

3.11 The Union may appoint one (1) representative to each of the following College (non-faculty senate) committees: Equal Employment Opportunity Advisory Committee, Safety Committee, and Staff Development Committee. The Union may also appoint one (1) representative to newly formed College (non-faculty senate) committees which are within the scope of representation as defined in Government Code Section 3543.2.
ARTICLE 4: SALARY

4.1 2007-2008 Academic Year

4.1.1 Full-Time Faculty Salary Schedule 2007-2008:
District to provide a 4.53% increase to the 2006-2007 Full-Time Faculty
Salary Schedule, to be effective July 1, 2007 for 11-school month and 12-
school month unit members paid on a calendar month basis, and effective
August 13, 2007 for 10-school month unit members.
Summer Session Salary Rate: In accordance with the provisions of the
Faculty Salary Schedule, salaries for summer session assignments for
regular and contract unit employees shall be based upon the salary
schedule of the academic year immediately preceding the summer
session.

4.1.2 Temporary Part-Time and/or Substitute Hourly Faculty Salary Schedules:
District to provide a 6.5% increase to the 2006-2007 Temporary Part-Time
and/or Substitute Hourly Faculty Salary Schedules effective
ARTICLE 5: EVALUATION

5.1 General Provisions

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

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

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

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

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

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

5.2.3 The evaluatee and the evaluation team shall review the peer and management evaluation form, including the evaluation criteria, evaluation process, and timelines for classroom/worksite observations.

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

5.2.5 The evaluation team shall meet and discuss the evaluatee’s strengths and weaknesses and any proposed recommendations for improvement or suggestions for professional growth. The evaluation team shall prepare an evaluation report on the appropriate evaluation forms, which shall be reviewed and discussed with the evaluatee.

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

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

5.3.1 Composition of Peer Review Team
5.3.1.1 Two (2) Faculty Members:
   a. One (1) selected by evaluatee
   b. One (1) selected as follows: The evaluatee proposes one (1) faculty member and the responsible Dean or area administrator may either agree to this faculty member or the responsible Dean or area administrator may propose one (1) other faculty member for consideration by the evaluatee. If mutual agreement is not reached from these two proposed faculty members the responsible Dean or area administrator will present a list of three (3) other faculty members from which the evaluatee must select one (1) to serve as the other member of the Peer Review Team.

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

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

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

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

5.3.2 Management Review Process

5.3.2.1 Dean or area administrator:
   a. Oversees the peer review process.
   b. Apprises the Peer Review Team regarding the
      evaluation process, Peer Review Team performance
      expectations, the performance criteria on the
      evaluation form, and types of information relevant to
      the performance criteria that may be used to
document and support the evaluation.

5.3.2.2 The Peer Review Team conducts the evaluation, prepares the
evaluation report, and submits the evaluation report to the
Dean or area administrator.

5.3.2.3 The Dean or area administrator either accepts the evaluation
report or refers the report back to the Peer Review Team.

5.3.2.4 If the evaluation report is accepted by the Dean or area
administrator the evaluation is then presented to the evaluatee
by the Peer Review Team.

5.3.2.5 If the evaluation report is referred back to the Peer Review
Team the Dean or area administrator will provide the Peer
Review Team with the issues/concerns for the Team to address.

5.3.2.6 If the Dean or area administrator determines that the Peer
Review Team has satisfactorily addressed the issues/concerns,
the evaluation report is then presented to the evaluatee by the
Peer Review Team.

5.3.2.7 If the Dean or area administrator determines that the Peer
Review Team has failed to satisfactorily address the
issues/concerns, the Dean or area administrator forwards the
evaluation report to the appropriate Vice President for
administrative review.

5.3.2.8 Upon receipt of the evaluation report the Vice President will
provide the evaluatee written notification that the process has
been extended for administrative review.

5.3.2.9 Upon completion of the administrative review process:
   a. The evaluation report and the Vice President’s
determination will be presented to the evaluatee by
the Peer Review Team, the responsible Dean or area administrator, and at the Vice President’s discretion, the Vice President.

b. A copy of the evaluation report and the Vice President’s determination shall be placed in the evaluatee’s personnel file.

5.3.3 Evaluation Ratings.

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

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

a. The evaluatee will undergo a second evaluation during the Spring Semester.

b. The evaluation will be conducted by the same evaluation team if possible.

c. The evaluatee shall not be eligible for an overload assignment during the Spring Semester.

d. If the evaluatee receives a second overall rating of “needs improvement,” both of the evaluation reports and remediation plans will be forwarded to the appropriate Vice President for administrative review. The evaluatee will not be eligible for a summer session assignment or an overload assignment in Fall Semester.

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

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

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

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

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

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

5.4.1 Composition of Evaluation Team

5.4.1.1 The evaluation team shall consist of:

a. One (1) tenured faculty member selected by the Department and one (1) tenured faculty member selected by the responsible Dean or area administrator; and the responsible Dean or area administrator.

b. Where possible, the same evaluators shall serve on the Fall and Spring evaluation teams for the first and second years of probation.

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

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

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

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

5.4.2 Evaluation Ratings - First and Second Year.

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

5.4.2.2 Needs Improvement Evaluation. If the overall rating is “needs improvement,” the evaluation team shall forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to
the evaluatee. The remediation plan will include a timeline for
collection and follow-up evaluation.
a. If the evaluatee receives a second overall rating of
“needs improvement,” both of the evaluation reports
and remediation plans will be forwarded to the
appropriate Vice President for administrative review.
The evaluatee will not be eligible for a summer
session assignment, or overload assignment in the
 ensuing Fall Semester.
b. If the evaluatee receives an overall rating of “needs
improvement” in the Fall Semester, he/she will not be
eligible for an overload assignment in the Spring
Semester. If the evaluatee receives an overall rating
of “needs improvement” in the Spring semester,
he/she will not be eligible for a summer session
assignment, or an overload assignment in the Fall
semester.
c. If the evaluatee successfully completes each
requirement of the remediation plan, and receives an
overall “satisfactory” rating in the follow-up evaluation
report he/she will be eligible for overload and/or
summer session assignment(s).

5.4.2.3 Unsatisfactory Evaluation. If the overall rating is
“unsatisfactory,” the evaluation team shall forward the
evaluation report to the appropriate Vice President for
administrative review.
a. If the evaluatee receives an overall rating of
“unsatisfactory,” the evaluatee will not be eligible for,
overload, and/or summer session assignment(s).
b. If the evaluatee successfully completes each
requirement of the remediation plan and, receives an
overall “satisfactory” rating in the follow-up evaluation
report he/she will be eligible for overload and/or
summer session assignment(s).

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

5.4.3 Evaluation Ratings - Third and Fourth Year
5.4.3.1 Satisfactory Evaluation. If the overall rating is “satisfactory” no
follow-up is necessary.
5.4.3.2 Needs Improvement or Unsatisfactory Evaluation. If the overall
rating is “needs improvement” or “unsatisfactory,” in the third
year the evaluation team shall forward a remediation plan to the
appropriate Dean and Vice President for review. After the Vice
President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.

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

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

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

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

5.4.4 Staff Development Obligations for Probationary Faculty

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

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

5.5 Temporary Full-Time Faculty Evaluations

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

5.6 Part-time Faculty Evaluations

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

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

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

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

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

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

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

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

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

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

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

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

5.9 Grievance Procedure
Grievances may be filed alleging violation(s) of specific procedures contained in this Article. However, the judgment, assessment and/or final determination of the evaluators shall not be subject to the grievance procedure contained in this Agreement.
ARTICLE 6: GRIEVANCE PROCEDURES

6.1 Definition

6.1.1 A “grievance” is a formal written allegation by a grievant that he/she/it has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement. The grievance procedure (beginning with Step 1) contained in the Faculty Handbook shall be used to address alleged violations not covered in this Article, including alleged violations of District policies, administrative procedures, and/or Faculty Handbook provisions and only to the extent such alleged violations are within the scope of representation as defined in Government Code Section 3543.2. Such grievances shall be subject to any restrictions set forth in the Faculty Handbook.

6.1.2 A “grievant” is a member of the bargaining unit or the Union itself, alleging to have been adversely affected by a violation, misapplication, or misinterpretation of specific provisions of this Agreement.

6.1.3 A “day” is any day in which central administrative offices of the District are open for business.

6.1.4 The “immediate supervisor” is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.

6.2 General Provisions

6.2.1 Upon mutual written agreement of the District and Union, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance.

6.2.2 Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor unless doing so would expose the grievant to the threat of bodily harm. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.

6.2.3 Grievance meetings shall be scheduled at times mutually acceptable to the grievant and District and, whenever possible, during normal working hours at times that do not interfere with classroom instruction.

6.2.4 All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.

6.2.5 A grievant may elect to be represented by the Union at each level of the grievance process or present a grievance and represent him or herself and have such grievance resolved up to but not including Level V without the intervention of the Union as long as the resolution is not inconsistent with the terms of this Agreement. The District shall not implement a resolution of a grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response within five (5) days of receipt of the grievance and the proposed resolution.
6.2.6 The grievant shall be present at each step of the grievance procedure, unless otherwise agreed to in writing between the District and Union.

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

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

6.4 Informal Conference
Prior to filing a grievance at Level I, the grievant shall attempt to resolve the grievance with his/her immediate supervisor. If an antagonistic relationship exists between a grievant and the immediate supervisor, and it is likely to escalate a conflict, then the grievant shall attempt to resolve the grievance with the Dean of Academic Affairs.

6.5 Formal Level
6.5.1 Level I: Immediate Supervisor:
Within twenty (20) days after the occurrence of the act or omission giving rise to the alleged grievance, or within twenty (20) days after the date upon which the grievant should reasonably have been aware of the act or omission giving rise to such grievance, the grievant must present his/her grievance in writing to the immediate supervisor.
This statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance; citation of the specific article and section of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. A copy of the grievance and supporting documents shall be sent to the Director of Human Resources. The immediate supervisor shall respond to the grievant in writing within ten (10) days after receipt of the written grievance.

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

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

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

6.5.4.1 The Union, with the concurrence of the District, may request that a conciliator/mediator from the California State Mediation/Conciliation Service, be assigned to assist the parties in the resolution of the grievance.

6.5.4.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant and the District. This agreement shall be non-precedent setting and shall constitute a settlement of the grievance.

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

6.5.5 Level V: Arbitration:
If the grievant is not satisfied with the decision at Level III, or the result at Level IV, the Union may, within fifteen (15) days of the receipt of the decision, submit a request in writing to the Director of Human Resources for arbitration. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools/public entities. Each party shall alternatively strike a name until
only one name remains. The remaining member shall be the arbitrator.
The order of striking shall be determined by lot.

6.5.5.1 The arbitrator shall, as soon as possible, hear evidence and
render a decision on the issue submitted. If there is dispute by
either party as to arbitrability issues of the grievance then an
additional arbitrator shall be selected by the parties to rule on
arbitrability issues only, prior to a separate hearing on the
merits. The selection of the arbitrator for this purpose shall
follow the procedures specified in Section 6.5.5 above. If the
parties cannot agree upon a submission agreement, the
arbitrator shall determine the issue to be arbitrated by referring
to the written grievance.

6.5.5.2 The District and Union agree that the jurisdiction and authority
of the arbitrator and the decision rendered by the arbitrator
shall be confined exclusively to the interpretation of the express
provision or provisions of this Agreement that are at issue. The
arbitrator shall have no authority to add to, subtract from, alter,
amend, or modify any provisions of this Agreement or impose
any limitations or obligations not specifically provided for under
the terms of this Agreement.

6.5.5.3 A hearing shall take place at which both parties shall have an
opportunity to present their case orally, to the arbitrator.
Written arguments may also be submitted. The arbitrator shall
submit in writing to both parties his/her findings and decision,
which shall be advisory only, except as provided in Section
6.5.5.4 below. The Board of Trustees may accept the
arbitrator’s decision, or may modify in part or reject the decision
completely. The Board of Trustees’ decision shall be final and
binding on all parties.

6.5.5.4 The decision of the arbitrator shall be advisory to the Board of
Trustees except for the following articles in which case the
decision shall be final and binding and not subject to Board
review:
   a. Union rights under Article 3
   b. Evaluation procedures - limited to tenured faculty
evaluation procedures only under Article 5
   c. Grievance procedures under Article 6

6.6 The fees and expenses of the arbitrator shall be shared equally by the District
and Union. All other expenses shall be borne by the party incurring them and
neither party shall be responsible for the expense of witnesses called by the
other.
ARTICLE 7: TEMPORARY PART-TIME FACULTY REEMPLOYMENT/ ASSIGNMENT

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

7.2 Each Fall and Spring semester temporary part-time faculty employees who are currently employed may file a schedule availability form to request an assignment for an upcoming semester, excluding summer sessions. Schedule availability forms will be available in each division office. Each division will post the deadline date(s) such forms must be received in the division office in order to be considered for an assignment in a particular upcoming semester. Individuals who submit a completed schedule availability form by the deadline date and who have satisfactory job performance will be placed in a pool to receive first consideration for reemployment and assignment based on criteria including, but not limited to, the following: availability; qualifications; job performance; compliance with District policies, rules, regulations, procedures, and directives; and District needs.

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

7.4 The provisions of this Article shall not limit or restrict the District’s discretion or flexibility to schedule, employ personnel and make assignments after first considering Section 7.2 above, add/or delete course sections, and/or adjust assignments for instructional and/or other educational program support activities in accordance with District needs.

7.5 Any dispute involving the provisions of this Article is not subject to the Grievance Procedure Article set forth in this Agreement.

7.6 The provisions of this Article shall be implemented effective beginning Fall Semester 2006.
ARTICLE 8: AGENCY FEE

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

8.2 Religious Objections

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

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

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

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

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

8.2.5 Any unit member making payments as set forth in this Section (8.2) who requests that the grievance or arbitration provisions of this Collective Bargaining Agreement be used in her/his behalf, shall be responsible for
paying the reasonable cost of using said grievance or arbitration
procedures.

8.3 This Article shall not be subject to any grievance procedure by individual unit
members.

8.4 The District shall promptly remit all sums deducted pursuant to this Article to the
Union, accompanied by alphabetical lists of unit members for whom such
deductions have been made, categorized by membership or non-membership in
the Union.

8.5 The Union and District agree to furnish to each other any information needed to
fulfill the provisions of this Article.

8.6 The Union agrees to fully indemnify and hold harmless the District against any
and all liabilities, claims or actions which may be brought against the District or
District Board of Trustees individually or collectively, its officers, employees, and
agents, including reimbursement of all costs, expenses, fees and judgments
providing an effective defense on behalf of the District against any and all
lawsuits or other legal proceedings arising out of and/or in connection with this
Article. The Union shall have the exclusive right to determine and direct such
lawsuits or other legal proceedings.
ARTICLE 9: SAVINGS CLAUSE

9.1 If any provision of this Agreement is contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is contrary to law, all other provisions of this Agreement shall continue in effect.
ARTICLE 10: TERM

10.1 This agreement shall be effective July 1, 2007 through June 30, 2009 with
negotiation reopeners for 2008-2009 on Article 4 Salary, Health Benefits, and up
to a total of three (3) existing or new articles selected by each party that are
within the scope of representation as defined in Government Code Section
3543.2. Reopener proposal(s) by either party for 2008-2009 must be submitted
to the other party not later than September 15, 2008.

10.2 It is agreed by both the District and the Union that initial proposal(s) by either
party for negotiation of a successor Agreement for the 2009-2010 academic year
to be effective July 1, 2009, must be submitted to the other party not later than
January 30, 2009. If neither the Union nor the District initiates negotiations in
accordance with the above time frame, the existing bargaining agreement shall
remain in full force and effect and not subject to further modification for the
subsequent 2009-2010 academic year. If either party submits a negotiation
proposal(s) within the above specified time frame, such proposal(s) shall be
presented at a public meeting(s) of the Board of Trustees for fulfillment of the
public notice requirement pursuant to the provisions of State Government Code
Section 3547, and negotiations shall commence following completion of the
public notice procedures.
Authorized signatures for and on behalf of the Cerritos Community College District

Bob Arthur, President
Board of Trustees

Dr. Ted Stolze, President
Cerritos College Faculty Federation

June 18, 2008

Dr. Noelia Vela, President/Superintendent

June 18, 2008

- 25 -
APPENDIX