

ARTICLE X: COACHING FACULTY UNIT EMPLOYEES
CSU/2

Changes from CSU/1 are reflected in bold type: additions are shown in bold, underlined and italicized; deletions are shown in bold strikethrough.

X.1: This Article applies to faculty unit members in the following classifications as defined in Article 2.13(f):

- 2373 Head Coach – 12-month (except as amended in provision 1.4)
- 2374 Head Coach – 10-month (except as amended in provision 1.4)
- 2375 Head Coach – Academic Year (except as amended in provision 1.4)
- 2376 Coach – 12-month
- 2377 Coach – 10-month
- 2378 Coach – Academic Year
- 2379 Coaching Specialist – 12-month
- 2380 Coaching Specialist – 10-month
- 2381 Coaching Specialist – Academic Year
- 2382 Coaching Assistant – 12-month
- 2383 Coaching Assistant – 10-month
- 2384 Coaching Assistant – Academic Year

X.2 In addition to this Article, the following Articles of the Agreement are applicable to coaching faculty unit employees employed in the classifications listed in X.1.

- a. Article 1, Recognition
- b. Article 2, Definition

Comment [CSU1]: The comments in this document identified as CSU 1 to CSU 12 are not intended to be part of any Collective Bargaining Agreement negotiated and agreed to by the Parties, and are included in this proposal solely for the purpose of explaining the CSU's intent in making these proposals within the collective bargaining process.

CSU is proposing to consolidate all specific provisions relating to coaches into a separate article. This is because there are significant differences in contractual provisions relating to coaches and other temporary faculty unit employees, and a separate article makes it much easier to determine which provisions apply specifically to coaches.

Comment [CSU2]: Incorporates classifications in 2.13(f) of the expired CBA.

- c. Article 3, Effect of Agreement
- d. Article 4, Savings Clause
- e. Article 5, Management's Rights
- f. Article 6, CFA's Rights
- g. Article 7, CFA Security
- h. Article 8, Faculty Participation
- i. Article 9, Concerted Activities
- j. Article 10, Grievance Procedure
- k. Article 11, Personnel Files
- l. Article 16, Non-Discrimination
- m. Article 17, Temporary Suspension
- n. Article 18, Reprimands
- o. Article 19, Disciplinary Action Procedure
- p. Article 20, Workload
- q. Article 22, Leaves of Absence Without Pay
- r. Article 23, Leaves of Absence With Pay
- s. Article 24, Sick Leave
- t. Article 25, Professional Development
- u. Article 26, Fee Waiver
- v. Article 31, Salary
- w. Article 32, Benefits
- x. Article 33, Holidays
- y. Article 34, Vacation
- z. Article 35, Outside Employment
- aa. Article 36, Additional Employment
- bb. Article 37, Safety
- cc. Article 38, Layoff
- dd. Article 39, Intellectual Property Rights
- ee. Article 40, ~~Extension For Credit Employment~~ Extended Education Employment for Credit
- ff. Article 41, Duration & Implementation

Comment [CSU3]: Addition made to reflect CSU's Article 40 Proposal.

X.43 The provisions of this Article, Coaching Faculty Unit Employees, shall control for employees in the classifications listed in X.1. ~~In the event of a conflict between either the terms of this Agreement, or any arbitration decisions, the provisions of this Article control.~~

Comment [CSU4]: CSU is proposing to delete the second sentence on the basis of redundancy.

Appointment:

X.5 4 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of coaching faculty unit employees shall be made by the President. All appointments of coaching unit faculty employees shall be ~~conditional~~ temporary appointments.

Full-time coaching faculty unit employees may be appointed on a conditional or unconditional basis. Part-time coaching faculty unit employees shall be appointed on a conditional basis.

Comment [CSU5]: CSU is proposing to add language parallel to that in CSU's Article 12 proposal (CSU/2) covering temporary faculty unit employee appointments.

The conditions established at the time of appointment may include, but shall not be limited to, enrollment, budget considerations, and adherence to NCAA by-laws and other NCAA regulations.

Where a coaching faculty unit employee's assignment includes a teaching assignment and a class is canceled prior to the third class meeting, the coaching faculty unit employee's time-base may be reduced commensurate with the reduction in workload, but the coaching faculty unit employee shall be paid for class hours taught. If a class is canceled after the third class meeting, the coaching faculty unit employee's time-base shall not be reduced as a consequence. The coaching faculty unit employee may receive an alternate work assignment.

X.6 5 Appointments shall be made through written notification by the President. No coaching faculty unit employee shall be deemed appointed in the absence of an official written notification from the President. The appointment of a full-time coaching faculty unit employee shall be conditional, unless the official notification to the coaching faculty unit employee states that the appointment is to be unconditional.

Comment [CSU6]: CSU is proposing to add language parallel to that in CSU's Article 12 proposal (CSU/2) covering temporary faculty unit employee appointments.

X.7 6 Official notification to a coaching faculty unit employee of an appointment shall include the beginning and ending dates of appointment, classification, time base, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment¹. Each new coaching faculty

¹ Notwithstanding any working title applied by the appropriate administrator, the classification/job code listed in the official written appointment letter governs the terms and conditions of employment for Coaching Faculty Unit employees.

unit employee shall be advised no later than fourteen (14) days after the start of the appointment where on campus a summary of the CSU benefits program is available. Each new coaching faculty unit employee shall also be provided no later than fourteen (14) days after the start of the appointment with written notification of the evaluation criteria and procedures in effect at the time of his/her initial appointment. In addition, the coaching faculty unit employee shall be advised of any changes to those criteria and procedures prior to the commencement of the evaluation process.

X.8 ~~7~~ The official notification to a coaching faculty unit employee shall also indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

X.9 ~~8~~ The partial or complete reduction in time base of a ~~part-time conditional~~ coaching faculty unit employee does not require the layoff of the coaching faculty unit employee pursuant to Article 38.

X.10 ~~9~~ If a coaching faculty unit employee appointed in a department or equivalent unit applies for a subsequent ~~position appointment~~ in that department or equivalent unit, or applies to the applicant pool for that department or equivalent unit, the coaching faculty unit employee's previous periodic evaluations and his/her application shall receive careful consideration.

This provision shall also apply to coaching faculty unit employees who previously held an appointment in the department or equivalent unit and have a break in service of no more than 18 months from the beginning of the academic term for which an appointment is sought.

If a coaching faculty unit employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration.

X.11 ~~10~~ Appointment of a coaching faculty unit employee in consecutive academic years to an assignment in the same classification shall require the same or higher salary placement as in his/her previous appointment.

Comment [CSU7]: CSU is proposing to add language parallel to that in CSU's Article 12 proposal (CSU/2) covering temporary faculty unit employee appointments.

Appointment at Another Campus

X.121 A coaching faculty unit employee may apply for appointment at another campus in his/her field of expertise.

X.132 A coaching faculty unit employee shall not be involuntarily appointed at another campus within the CSU.

Vacancy Announcements

X.143 Vacancy announcements of coaching positions shall be available on the campus where such vacancies may exist. Employees and the CFA shall be notified of the location where such vacancy announcements may be examined.

X.154 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator.

Periodic Evaluations:

X.165 A periodic evaluation shall normally be required for all coaching faculty unit employees.

X.176 Periodic evaluation procedures shall be approved by the President after consideration of recommendations from the appropriate faculty committee(s).

X.187 Faculty unit employees, students, administrators, and the President may contribute information to the evaluation of a coaching faculty unit employee. Information submitted by the faculty unit employee, and by administrators may include statements and opinions about the qualifications and work of the employee provided by other persons identified by name.

X.198 Coaching faculty unit employees appointed for at least six months in a fiscal year, two or more semesters, or three or more quarters, regardless of a break in service, shall be evaluated annually in accordance with the periodic evaluation procedure. Evaluation of coaching faculty unit employees shall include, at a minimum, an opportunity for peer input and evaluation by appropriate administrators. The coaching faculty unit employee may submit a rebuttal statement, or response, in writing within seven (7) days from the receipt of the evaluation.

X.2019 A coaching faculty unit employee appointed for less than six months in a fiscal year, one (1) semester, or two (2) quarters or less, shall be evaluated at the discretion of the department chair, the appropriate administrator, or the department or equivalent unit. The coaching faculty unit employee may request that an evaluation be performed. If an evaluation is conducted, procedures for full-time temporary faculty unit employees shall be consistent with Article X.198.

X.210 Evaluation of coaching faculty unit employees may include opportunities for student input. ~~Coaching faculty unit employees with teaching assignments shall be subject to the provisions of article 15.18 to 15.20³.~~ The evaluation process may include anonymous student input from students coached by the employee if such input is collected through a written or electronic questionnaire. Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in the Personnel Action File.

Process for Student Evaluations of Teaching for Coaching Unit Employees With Teaching Assignments

X.21 Written or electronic student questionnaire evaluations shall be required for all faculty unit employees who teach. All classes taught by each faculty unit employee shall have such student evaluations unless the President has approved a requirement to evaluate fewer classes after consideration of the recommendations of

Comment [CSU8]: CSU is proposing language to clarify that a CFUE may submit a written rebuttal statement/response.

³ CSU/1 Proposal Article 15

appropriate faculty committee(s). In cases where student evaluations are not required in all classes, classes chosen for evaluation shall be representative of the coaching faculty unit employee's teaching assignment, and shall be jointly determined in consultation between the faculty unit employee being evaluated and his/her department chair of the academic department in which the course is offered. In the event of disagreement, each party shall select 50% of the total courses to be evaluated. The results of these evaluations shall be placed in the coaching faculty unit employee's Personnel Action File. Results of evaluations may be stored in electronic format and incorporated by extension into the Personnel Action File provided that individuals involved in evaluations and personnel recommendations or decisions are provided secure access for these purposes.

X.22 a. Student evaluations collected as part of the regular student evaluation process shall be anonymous and identified only by course and/or section. Student evaluation procedures shall be approved by the President after consideration of the recommendations of appropriate faculty committee(s). The format of student evaluations shall consist of student ratings of teaching effectiveness (quantitative) or a combination of student ratings and open ended questions or opportunities to provide narrative response.

b. Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in a Working Personnel Action File or Personnel Action File.

X.223 A written record of periodic evaluation, including results of the evaluation at each stage, any rebuttal/response statements submitted by the coaching faculty unit employee, and a written rationale, shall be placed in the coaching faculty unit employee's Personnel Action File. The coaching faculty unit employee shall be provided a copy of the written record of the evaluation.

Comment [CSU9]: CSU is proposing to add language to mirror the language in CSU/2 (Article 15) re inclusion of materials into the PAF.

Assignment of Responsibility:

~~X.23 The assignments of coaching faculty unit employees shall be pursuant to Articles 20.25 and 20.26 of this Agreement.~~

~~20.25 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsibilities and student advising.~~

~~20.26 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.~~

X.24 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsibilities and student advising.

X.25 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.

Coaching Employees Assignments and Schedules

~~X.24 Assignments and schedules of coaching faculty unit employees shall be pursuant to Articles 20.27 and 20.28 of this Agreement.~~

Comment [CSU10]: As CFA has now formally opened Article 20, CSU is proposing to incorporate what were 20.25 and 20.26 of the expired CBA into Article X. CSU will propose to strike these Coach specific provisions in any subsequent Article 20 counter proposal.

~~20.27 At the request of the coaching employee, the appropriate administrator shall discuss assignment and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.~~

~~20.28 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.~~

X.26 At the request of the coaching employee, the appropriate administrator shall discuss assignment and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

X.27 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

Coaching Employees Work Hours

~~X.25 The work hours of coaching faculty unit employees shall be pursuant to Article 20.29 of this Agreement.~~

~~20.29 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.~~

X.28 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

Comment [CSU11]: As CFA has now formally opened Article 20, CSU is proposing to incorporate what were 20.27 and 20.28 of the expired CBA into Article X. CSU will propose to strike these provisions in any subsequent Article 20 counter proposal

Comment [CSU12]: As CFA has opened Article 20, CSU is proposing to incorporate what was 20.29 of the expired CBA into Article X. CSU will propose to strike these provisions in any subsequent Article 20 counter proposal

Layoff:

X.269 This section on layoff, and Article 38 in so far as it applies to coaching faculty unit employees, applies only to ~~full-time~~ unconditional coaching faculty unit employees.

Coaching Faculty Unit Employees: Unit of Layoff:

X.2730 For coaches, the unit of layoff shall be by classification title and coaching specialty, regardless of work year.

Coaching ~~f~~Faculty Unit Employees: Order of Layoff:

X.2831 The President shall establish the order of layoff for coaching faculty unit employees in a unit of layoff by considering only the non-ordered following factors:

- (a.) academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
- (b.) affirmative action needs of the campus and the affected department;
- (c.) merit based on information in the Personnel Action File.