

South Orange County Community College District



**South
Orange
County**

**Community
College District**

**ACADEMIC EMPLOYEE
MASTER AGREEMENT
2024 – 2027**

~ Please Note ~

This is a draft document and is pending finalization until it is reviewed and approved by the negotiating teams.

Table of Contents

Contract Provisions

Article 1 - Agreement	1
Article 2 - Effect Of Agreement	2
Article 3 - Severability.....	3
Article 4 - Definitions	4
Article 5 - Recognition	11
Article 6 - Association Rights.....	12
Article 7 - Management Rights.....	16
Article 8 - Negotiation Procedures	17
Article 9 - Unit Stability	18
Article 10 - Organizational Security	19
Article 11 - Professional Dues And Payroll Deductions.....	20
Article 12 - Board Policies.....	22
Article 13 - (New) Course Content.....	23
Article 14 - Assignment, Contract Year, Hours Of Service, And Professional Duties.....	27
Article 15 - Workload.....	32
Article 16 - Part-Time Faculty.....	53
Article 17 - Evaluations	54
Article 18 - Personnel Files.....	74
Article 19 - Transfers.....	76
Article 20 - Travel.....	77
Article 21 - Health and Safety.....	78
Article 22 - Lay-Off Procedures	80
Article 23 - Discipline Procedures.....	83
Article 24 - Federal And State Statutes Regarding Harassment And Discrimination	84
Article 25 - Grievance Procedures.....	85
Article 26 - Bonded Sabbatical And Professional Development.....	91
Article 27 - Benefits.....	99
Article 28 - Workload Banking Program.....	104
Article 29 - Leaves.....	108
Article 30 - Wages	118
Article 31 - Retired Faculty Benefits.....	126
Appendix A: Academic Salary Schedules.....	131
Appendix B: Academic Evaluation Tool.....	142
Appendix C: Transfer of Evaluation.....	153
Appendix D: District Grievance Form.....	154

Working Conditions

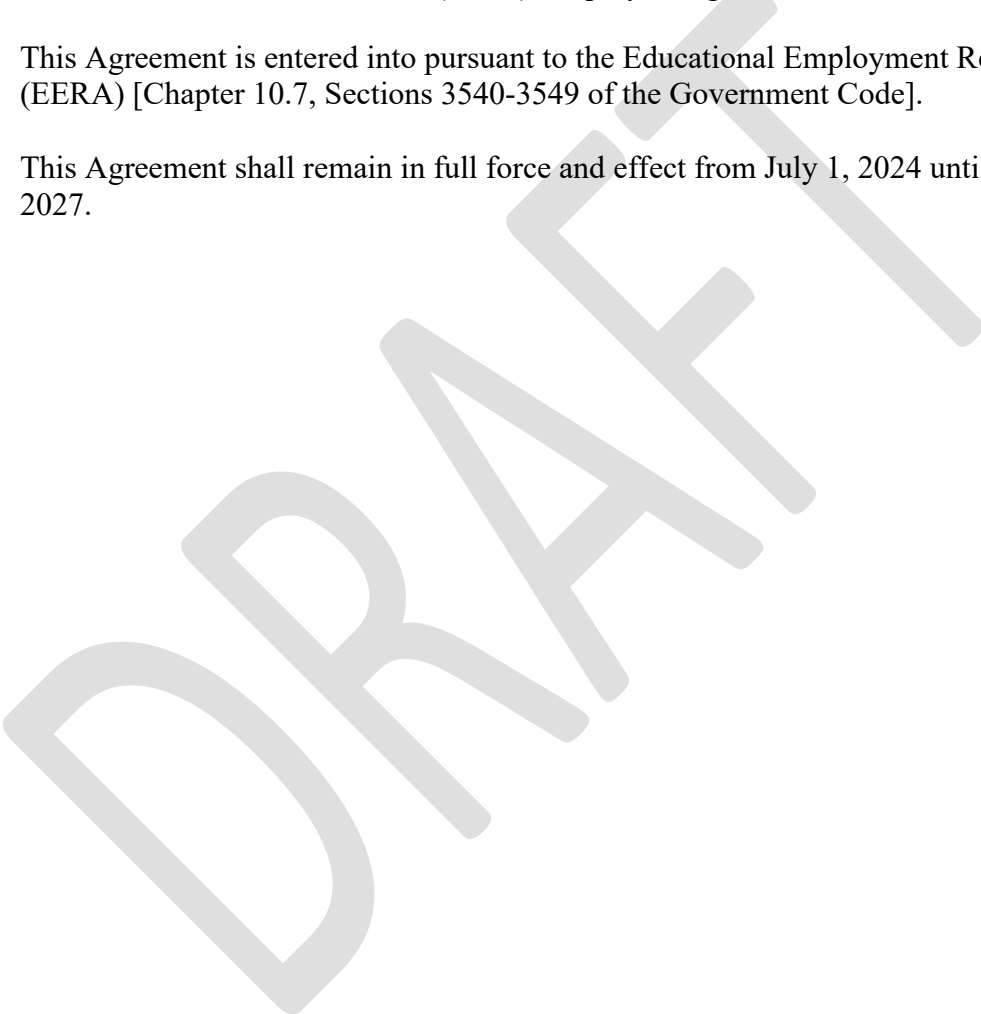
Benefits

Appendix E: Workload Banking Form.....	157
Appendix F: Workload Banking Request Form.....	158

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**ARTICLE 1
AGREEMENT**

- 1.1. The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the South Orange County Community College District (“District”) and the South Orange County Community College District Faculty Association (“Association”), an affiliate of California Teacher Association (CTA) and the National Education Association (NEA), employee organizations.
- 1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code].
- 1.3. This Agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027.



47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92

ARTICLE 2
EFFECT OF AGREEMENT

- 2.1 The articles of this Agreement shall be final and binding on both parties.
- 2.2 The parties acknowledge and agree that during negotiations which resulted in this Agreement, each party had the right and opportunity to raise any subject or matter within the scope of bargaining. The provisions of this Agreement shall not be amended, modified, abridged, waived, or changed in any way without the written, signed agreement of the parties to this Agreement.
- 2.3 The parties to this Agreement retain the right to bargain the impact of decisions or events changing the status quo, which may affect the wages, hours and/or terms and conditions of employment of unit members within the scope of representation.
- 2.4 Should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.
- 2.5 Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of the Agreement.
- 2.6 In order to maintain effective communication and enhance positive collaboration, the District shall meet with designated representatives of the Faculty Association on an as needed basis to discuss labor-management issues/concerns as they relate to implementation of current contract provisions.

**ARTICLE 3
SEVERABILITY**

93
94
95
96 3.1. Savings Clause
97

98 If during the life of this Agreement there exists any applicable law or any applicable rule,
99 regulation, or order issued by governmental authority other than the District which shall
100 render invalid or restrain compliance with or enforcement of any provision of this
101 Agreement, such provision shall be immediately suspended and be of no effect hereunder
102 so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a
103 part or portion of this Agreement shall not invalidate any remaining portions which shall
104 continue in full force and effect.
105

106 3.2. Replacement for Severed Provision
107

108 In the event of suspension or invalidation of any article or section of the Agreement, the
109 District and the Association will meet within thirty (30) days after such determination for
110 the purpose of arriving at satisfactory replacement for such article or section.
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138

**ARTICLE 4
DEFINITIONS**

139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184

The following definitions shall apply to the following terms where used in this Agreement:

ACADEMIC/CONTRACT YEAR

The traditional fall and spring semesters of a school year which are consistent with the 178 total instructional days as specified in the Academic Calendar.

ACADEMIC CALENDAR

The published academic calendar developed by the Academic Calendar Committee and adopted by the Board of Trustees. The Academic Calendar specifies when classes are in session, professional development days, holidays, and final exam periods.

ADMINISTRATION

The College or District employees who are designated management employees by the Board of Trustees in accordance with Government Code §3540.1 (g) and (m) of the EERA.

AGREEMENT (MASTER)

The negotiated collective bargaining agreement between the South Orange County Community College District as a public school employer and the Association as the certified organization recognized as the exclusive representative of the full- and part-time faculty.

ASSOCIATION

South Orange County Community College District Faculty Association, affiliated with the California Teachers Association (CTA) and the National Education Association (NEA), which is the certified organization recognized as the exclusive representative of the faculty of the South Orange County Community College District.

BASE SALARY

Column 1, step 1, of the Faculty Salary Schedule in any given year. The dollar amount in column 1, step 1, of the Faculty Salary Schedule shall be the dollar amount in column 1, step 1, of the immediate prior Faculty Salary Schedule and any negotiated and agreed upon adjustments for that given year.

BOARD POLICY

A policy adopted and published by the Board of Trustees in accordance with Board Policy 2410.

CAREER EDUCATION (or “Career Ed”)

Career Education refers to a course/program that is identified as an “occupational” course/program during the curriculum development process and is reported as such in the California Community Colleges Management Information System data submission.

185 CCR
186 The California Code of Regulations.
187
188 CHANCELLOR
189 South Orange Community College District chancellor.
190
191 CLOCK HOUR
192 Sixty (60) minutes.
193
194 COLLEGE
195 The college (Irvine Valley College, Saddleback College) where a faculty member has a
196 primary assignment.
197
198 COLLEGE SERVICE
199 An activity and/or service that fulfills the faculty member’s contracted service obligation
200 outside of the faculty member’s load.
201
202 CONTACT HOUR
203 Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
204
205 CONTRACT YEAR
206 See Academic Year above.
207
208 COURSE OUTLINE OF RECORD
209 The Course Outline of Record (COR) is the state-approved curriculum that defines the
210 content and objectives, as well as provides examples of assignments, instructional
211 methodologies, and methods of evaluation.
212
213 DAY
214 A “day” is any day on which the District administrative offices are open for business.
215
216 DEAN
217 The administrator assigned to a specific division/school at a college.
218
219 DEPARTMENT CHAIR
220 A faculty member who, under the supervision of a dean, assists in the administration of
221 an academic department.
222
223 DISTRICT
224 The Governing Board (and its delegated administrators and managers) of the South
225 Orange County Community College District, which consists of Irvine Valley College,
226 Saddleback College, and their off-campus sites, including ATEP.
227
228 DUTY DAYS

229 The District has adopted a 178-day Academic Calendar (per Title 5 §§55700 et. seq. and
230 58120 of the CCR) within which each full-time faculty member fulfills their contracted
231 workload as specified in Articles 14 (Assignment, etc.) and 15 (Workload).
232

233 EDUCATION CODE (EDUC. CODE)

234 The California Education Code.
235

236 EERA

237 The Educational Employment Relations Act as recorded in Chapter 10.7, §§3450-3549 of
238 the Government Code.
239

240 EXTRA DUTY DAYS

241 Additional days beyond a faculty member's normal contractual assignment during which
242 designated faculty members perform duties. Each extra duty day shall consist of 7.2
243 hours of assigned time (Article 15).
244

245 FACULTY

246 All full- and part-time academic employees who are included in the bargaining unit as
247 defined in Article 5, and therefore covered by the terms and provisions of this
248 Agreement.
249

250 FACULTY MEMBER

251 A full- or part-time academic employee who is included in the bargaining unit as defined
252 in Article 5, and therefore covered by the terms and provisions of this Agreement.
253

254 FACULTY OBLIGATION NUMBER (FON)

255 The Faculty Obligation Number (FON) is the minimum number of full-time faculty
256 teaching credit courses and/or serving as a counselor or librarian, required for the South
257 Orange County Community College District as calculated by the California Community
258 Colleges Chancellor's Office and reported annually as the Compliance FON.
259

260 FULL-TIME

261 A faculty member employed by the District full-time as defined in the Education Code.
262

263 FULL-TIME FACULTY EQUIVALENT DAY

264 The equivalent of 7.2 hours of instructional and prep time.
265

266 GRIEVANCE

267 A formal written allegation by a grievant who alleges a violation of a specific article,
268 section, or provision of this Agreement.
269

270 GRIEVANT

271 Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of
272 this Agreement.
273

274 IMMEDIATE FAMILY

275 Immediate family includes the following:

276

277 (1) A child of the employee or the employee's spouse or registered domestic partner,
278 which for purposes of this article means a biological, adopted, or foster child,
279 stepchild, legal ward, or a child to whom the employee stands in loco parentis.
280 This definition of a child is applicable regardless of age or dependency status;

281

282 (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an
283 employee or the employee's spouse or registered domestic partner, or a person
284 who stood in *loco parentis* when the employee was a minor child;

285

286 (3) A spouse;

287

288 (4) A registered domestic partner;

289

290 (5) The spouse of a child, as defined in (1) above;

291

292 (6) A grandparent of the employee or the employee's spouse or registered domestic
293 partner;

294

295 (7) A grandchild of the employee or the employee's spouse or registered domestic
296 partner;

297

298 (8) A sibling of the employee or the employee's spouse or registered domestic
299 partner;

300

301 (9) The spouse of a sibling, as defined in (8) above; or

302

303 (10) Any relative living in the immediate household of the employee.

304

305 IMMEDIATE SUPERVISOR

306 The administrator who has immediate supervision of a faculty member.

307

308 INSTRUCTOR

309 An employee who is included in the bargaining unit as defined in Article 5, and therefore
310 covered by the terms and provisions of this Agreement.

311

312 LABORATORY (INSTRUCTIONAL ACTIVITY)

313 Instructional activity in which the workload is divided between student contact activities
314 and preparatory activities, including but not limited to laboratory preparation, course
315 material development, responding to student work and grading. Instruction is normally
316 delivered on a group basis. Laboratory assignments are characterized by the need for
317 preparatory time for the faculty member and issuance of a grade for work completed in
318 the laboratory by the student. The grading criteria should be outlined in the Course
319 Outline of Record and Syllabus providing some weight to the final grade. Both
320 preparatory time and the issuance of a grade are part of laboratory instructional activities.

321 LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)
322 Instructional activities such as learning assistance or learning centers, in which the
323 assignment is fulfilled entirely by student contact activities, with no preparatory
324 activities. Instruction is normally delivered on an individual basis.
325
326 LATERAL TRANSFER
327 Any administrative or Board action which results in the movement of a faculty member
328 from one immediate supervisor or site to another as set forth in Article 19. A transfer may
329 be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).
330
331 LECTURE (INSTRUCTIONAL ACTIVITY)
332 Instructional activity in which the workload is divided between student contact activities
333 and preparatory activities, including but not limited to lecture preparation, course
334 material development, responding to student work and grading.
335
336 LECTURE HOUR EQUIVALENT (LHE)
337 A unit of measure used to establish the load and rate of pay for a faculty assignment.
338
339 LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS
340 (INSTRUCTIONAL ACTIVITY)
341 Instructional activities in which the assignment is fulfilled primarily by student contact
342 activities within an assigned period.
343
344 LOAD
345 The contractual instructional assignment of a faculty member made up of Lecture,
346 Laboratory, Practicum, Learning Center/Tutorial, Library, Counseling Services or
347 Learning Disability Specialist instructional activities.
348
349 MUTUAL AGREEMENT
350 Agreement between the appropriate District administrator and unit member. If mutual
351 agreement is not reached, the appropriate vice president and the president of the
352 Association or designee shall meet with the faculty member and the appropriate
353 administrator to reach mutual agreement.
354
355 ONLINE EDUCATION
356 Instruction in which the instructor and student are separated by a distance so that they
357 interact primarily through the assistance of communication technology.
358
359 PART-TIME
360 A faculty member employed by the District who works less than a full-time workload and
361 is not a tenured faculty member, a probationary full-time faculty member, or a temporary
362 full-time faculty member as described in the Education Code (e.g. Educ. Code §§87478,
363 87480, 87481, 87482).
364
365 PERB

366 The Public Employment Relations Board, an independent state agency charged with
367 enforcing the EERA within the limits of its jurisdiction as defined in Article 2 of the
368 EERA, Government Code §§3541, 3541.3, 3541.35, 3541.4, and 3541.5.
369

370 PRACTICUM (INSTRUCTIONAL ACTIVITY)

371 Instructional activity in which instruction is delivered primarily during student contact
372 activities with some necessary instructor preparation. This activity includes courses in
373 which the learning objectives are demonstrated through student participation.
374

375 PRESIDENT

376 College president for each campus in the District.
377

378 PROBATIONARY FACULTY

379 A probationary (or “contract”) faculty member is an academic employee who is
380 employed on the basis of a contract in accordance with Educ. Code §§ 87605(b), 87608,
381 or 87608.5(b). (Educ. Code §§ 87601(b) and 87602(a).)
382

383 PROFESSIONAL DEVELOPMENT OBLIGATIONS

384 Professional development (formerly called Flex) activities are in lieu of classroom,
385 preparation, and office hour assignment time and, therefore, attendance is required for
386 full-time faculty members (CCR, Title 5 §55726).
387

388 REASSIGNED TIME

389 Time during which normal contractual duties are assigned to other activities.
390

391 SALARY SCHEDULE

392 The appropriate schedule as set forth in Appendix A.
393

394 SOCCCD

395 South Orange County Community College District.
396

397 STRS

398 California State Teachers Retirement System
399

400 TENURE REVIEW COMMITTEE (TRC)

401 A committee assigned to evaluate and assist probationary faculty members through the
402 tenure process
403

404 TENURED FACULTY

405 A tenured (or “regular” or “permanent”) faculty member is an academic employee who
406 has obtained tenured status in accordance with Educ. Code §§87608(c), 87608.5(c), or
407 87609(a). (Educ. Code §§87601(e) and 87602(b).)
408

409 VICE CHANCELLOR

410 The vice chancellor of Human Resources & Employer/Employee Relations, vice
411 chancellor of Technology and Learning Services, or the vice chancellor of Business
412 Services of the SOCCCD.

413
414 **VICE PRESIDENT**

415 The vice president for instruction, vice president for student services, or the vice
416 president for administrative services for each campus in the District.

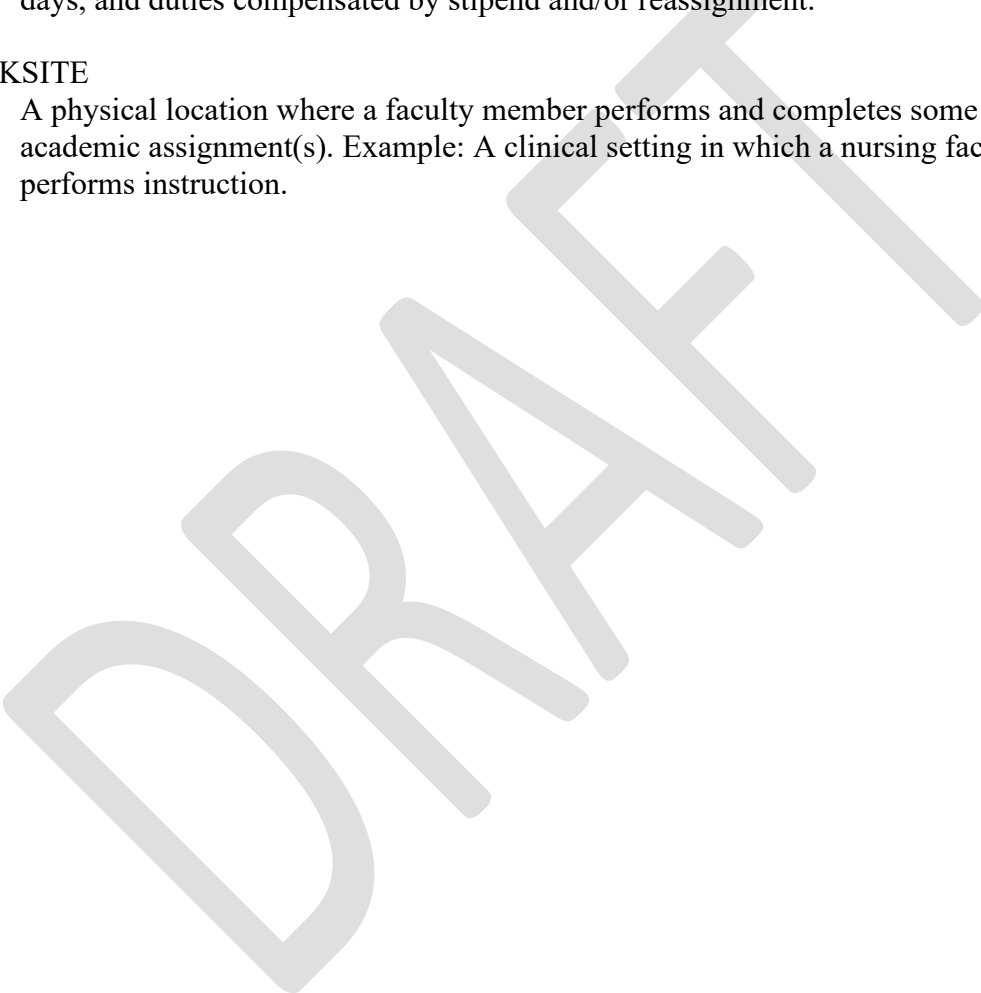
417
418 **WORKLOAD**

419 A faculty member's total contractual assignment, including load, overload, extra duty
420 days, and duties compensated by stipend and/or reassignment.

421
422 **WORKSITE**

423 A physical location where a faculty member performs and completes some or all of their
424 academic assignment(s). Example: A clinical setting in which a nursing faculty member
425 performs instruction.

426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455



**ARTICLE 5
RECOGNITION**

456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501

The District recognizes the Association as the exclusive representative of full-time and part-time academic employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, classified, and supervisory employees, as defined by the Educational Employment Relations Act, shall be excluded from the bargaining unit.

DRAFT

**ARTICLE 6
ASSOCIATION RIGHTS**

502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547

- 6.1. The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to computer, audiovisual and duplicating equipment, and telephone.
- 6.2. The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
- 6.3. The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
- 6.4. Duly-authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
- 6.5. The District shall provide the Association with contact information for unit members as follows:
 - a. A list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May:
 - i. First name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g., jr., iii);
 - v. Preferred name;
 - vi. Job title;
 - vii. Department;
 - viii. Primary worksite name;
 - ix. Work telephone number;
 - x. Work extension;
 - xi. Home street addresses (incl. Apartment #);
 - xii. Mailing address (if different);
 - xiii. City;
 - xiv. State;
 - xv. Zip code (5 or 9 digits);
 - xvi. Home telephone number (10 digits) (if available);
 - xvii. Personal cellular telephone number (10 digits) (if available);
 - xviii. Personal email address of the employee (if available);
 - xix. Birth date;

548 xx. Hire date.

549

550 In lieu of providing the information above in the form of a list, the District may
551 meet this obligation by providing the Association access to a secure electronic site
552 within which the above information is available.

553

554 b. A list of the names and information described in Section 6.5.a above for all newly
555 hired full-time and part-time employees within the bargaining unit within five (5)
556 days of the last payroll of the month in which they were hired.

557

558 “Newly hired employee” means any full-time or part-time bargaining unit
559 employee hired by the District who is still employed as of the date of the new
560 employee orientation. It also includes all employees who are employed by the
561 District (including those returning from layoff rehire list, or previously employed
562 by the District in a non-faculty position) and whose current position has placed
563 them in the bargaining unit represented by the Association. For those latter
564 employees, for purposes of this article only, the “date of hire” is the date upon
565 which the employee’s employee status changed such that the employee was
566 placed in the bargaining unit.

567

568 In lieu of providing the information above in the form of a list, the District may
569 meet this obligation by providing the Association access to a secure electronic site
570 within which the above information is available.

571

572 (California Government Code §3558)

573

574 6.6. The District and the college administration shall consult with the Association on new or
575 modified fiscal or budgetary programs when this information is of concern to the
576 Association as it relates to items determined to be in the scope of representation under the
577 EERA.

578

579 6.7. Reassigned time without loss of compensation shall be provided to Association members
580 for negotiations and conducting Association business. Schedules of those faculty
581 members receiving reassigned time shall be mutually arranged by the faculty members,
582 the supervising college administrators and the District so as to minimize disruption to the
583 educational process and with the intent of allocating reasonable periods of time for
584 negotiations and the conducting of Association business. The following apply:

585

586 a. The Association will provide the names of faculty members receiving the
587 reassigned time to supervising college administrators and the Office of the Vice
588 Chancellor of Human Resources no later than May 1st for the fall semester and
589 October 1st for the spring semester.

590

591 b. The Association will receive forty-eight (48) LHE per year, to be utilized at the
592 discretion of the Faculty Association.

593

594 c. The Association will have the right to purchase up to twelve (12) additional LHE
595 per year from the District, to be utilized at the discretion of the Faculty
596 Association.

597
598 d. Additional LHE will be added for summer use only:
599
600 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary
601 Schedule for the president;
602
603 (2) One (1) LHE as described in the Part-time Classroom Academic Salary
604 Schedule, or during periods when the parties are in formal negotiations to
605 establish a new collective bargaining agreement, three (3) LHE, for the
606 chief negotiator.
607

608 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve
609 as an elected officer of the Association, or of any statewide or national public employee
610 organization with which the Association is affiliated, or to be used for local, state, or
611 national conferences, or for conducting other business pertinent to the Association's
612 affairs.
613

614 a. For a leave of fewer than five (5) days, these representatives shall be excused
615 from their duties upon a minimum of a two (2) days' advance notice to the college
616 president by the Association president or designee. For leave of longer than five
617 (5) days, the college president will receive a minimum of ten (10) days' notice.
618

619 b. The Association shall reimburse the District for all compensation paid to the
620 employee on account of the above leave within ten (10) days after receiving the
621 District's certification of payment of compensation to the employee.
622

623 c. The leave of absence without loss of compensation provided for by this section is
624 in addition to the released time without loss of compensation granted to
625 Association officers or designees in Section 6.7. above.
626

627 (Educ. Code §87768.5)
628

629 6.9. New Employee Orientation
630

631 a. "New employee orientation" refers to the process by which a newly hired public
632 employee – whether in person, online, or through other means or media – is
633 advised of their employment status, rights, benefits, duties and responsibilities, or
634 any other employment-related matters.
635

636 b. The District shall provide the Association with access to its new employee
637 orientations. The Association shall receive not less than ten (10) days' notice in
638 advance of an orientation, except that a shorter notice may be provided in a

639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684

specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

- c. In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session. Additional time may be allotted by mutual agreement.



ARTICLE 7
MANAGEMENT RIGHTS

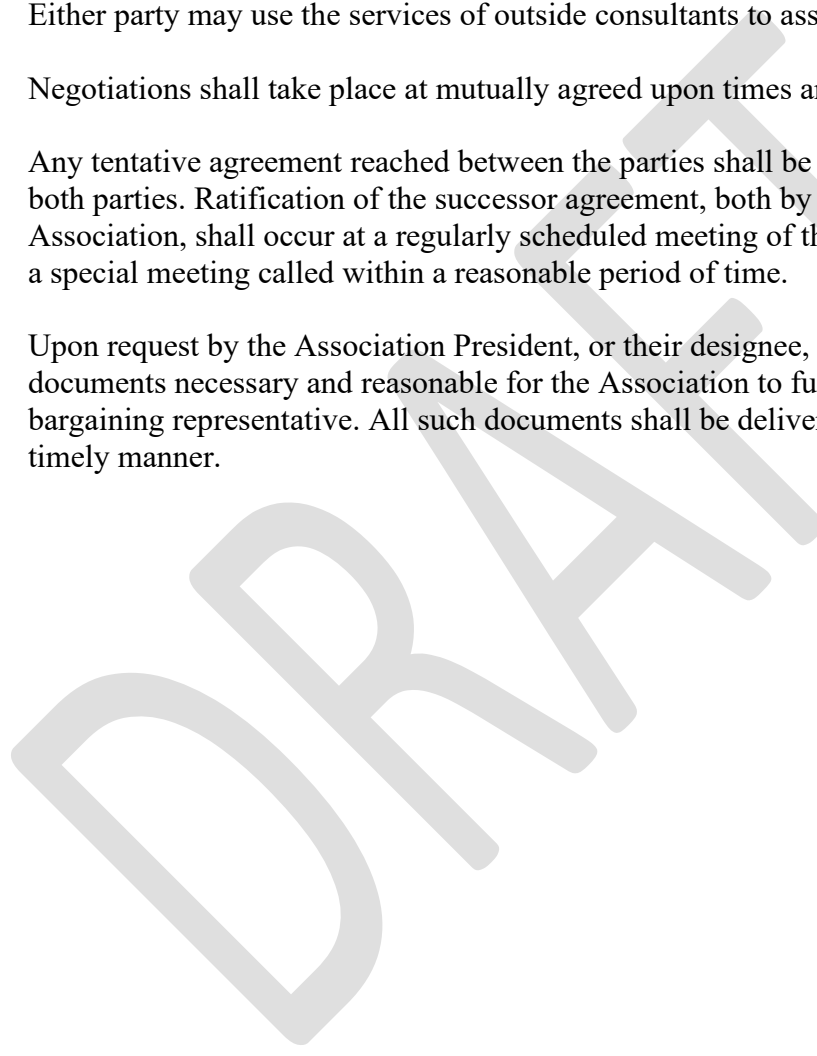
685
686
687
688 Except as limited by the specific and express terms of the EERA and/or this Agreement, the
689 Board hereby retains and reserves unto itself all rights, powers, authority, duties, and
690 responsibilities conferred upon or vested in it by law. The parties agree that all customary and
691 usual rights, powers, functions, and authority possessed by management are vested in the
692 Administration, and the Administration shall continue to exercise such rights, powers, functions,
693 and authority during the period of this Agreement.
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730

DRAFT

ARTICLE 8
NEGOTIATION PROCEDURES

731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776

- 8.1. Beginning June 1 of the calendar year previous to the year in which this contract expires, either the District or the Association may notify the other in writing of its request to modify, amend, or terminate the agreement. Formal negotiations shall commence after public presentations of the initial bargaining proposals of the District and the Association in accordance with California Gov. Code §3547.
- 8.2. Either party may use the services of outside consultants to assist in the negotiations.
- 8.3. Negotiations shall take place at mutually agreed upon times and places.
- 8.4. Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the successor agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- 8.5. Upon request by the Association President, or their designee, the District shall provide documents necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative. All such documents shall be delivered to the Association in a timely manner.



**ARTICLE 9
UNIT STABILITY**

777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822

9.1. Placement of new positions

a. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article 5. If not covered in Article 5, placement shall be negotiated with the Association.

b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to Public Employees Relations Board (PERB).

9.2. Alteration of existing positions

a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated. The job announcement under which a faculty member is hired shall be maintained in the personnel file.

b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by the District while the faculty member is in their position if the change is necessary to provide the faculty member with a full load for temporary appointment. The temporary appointment is not to exceed two semesters and must be in a discipline for which the faculty member meets minimum qualifications. The temporary appointment may be extended beyond two semesters by mutual agreement between the District and the Association.

9.3. Vacant positions

a. Vacancies shall be posted for a minimum of thirty (30) business days prior to being filled.

b. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON).

823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868

ARTICLE 10
ORGANIZATIONAL SECURITY

- 10.1. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.

- 10.2. Membership
 - a. Membership in the Association is not compulsory.

 - b. Except as provided elsewhere in this Agreement, any member of the bargaining unit may elect to become a member of the Association. Member status is elected by submitting to the Association a completed Membership Enrollment Form.

 - c. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.

ARTICLE 11
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914

- 11.1. Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the Faculty Association Office an appropriate written authorization requesting deduction of unified Association/California Teachers Association (CTA)/National Education Association (NEA) dues. Such authorization shall continue in effect from year to year unless revoked in writing Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year.
- 11.2. Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.
- 11.3. With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member’s pay warrant, such monies to the Association’s designee accompanied by an alphabetical list of faculty members for whom such deductions have been made.
- 11.4. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 11.5. The amount of any dues shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.
- 11.6. Upon receiving appropriate notice of written authorization from the faculty member or certificate of authorization from the Association, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.
- 11.7. Full-time bargaining unit members electing to pay Association dues or hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months and the number of months remaining in the school year. A faculty member shall be determined to have worked a full month if more than 51 percent of the teaching days in that month remain after the faculty member commences employment or elects to begin paying Association dues.
- 11.8. As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability, and all court or

915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960

administrative agency costs that may arise out of or by reason of any monies deducted and remitted to the Association pursuant to this section or for any action taken by the District for the purpose of complying with this Article.

DRAFT

**ARTICLE 12
BOARD POLICIES**

In the event the District desires to change a Board Policy which affects a term or condition of employment, as defined by Government Code §3543.2, the District will, prior to making such a change, notify the Association of the proposed change, and provide it with a reasonable opportunity to negotiate the change, to the extent such change is within the scope of representation.

DRAFT

961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006

ARTICLE 13
COURSE CONTENT, COPYRIGHT MATERIALS,
AND INTELLECTUAL PROPERTY RIGHTS

1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051

- 13.1. The District and the Association have a mutual interest in establishing an environment that fosters the creation of intellectual property by faculty members, and have agreed to the following provisions to establish, clarify and protect ownership rights to that intellectual property.
- 13.2. Definitions
- a. “Intellectual property” shall mean any instructional materials, any work, and any invention.
 - b. “Instructional materials” are those original materials a faculty member creates to perform their assignment including but not limited to syllabi, lectures, student exercises, tests, classroom activities, illustrations, recordings, and presentations. Instructional materials may be created by a faculty member for delivery through any instructional medium.
 - c. A “work” is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a structure.
 - d. An “invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.
 - e. A “work or invention for hire” is one for which the faculty member has entered into a specific agreement to receive compensation from the District to create and/or contribute to the development of an intellectual property for which the faculty member relinquishes all ownership and royalty rights to the District.
 - f. “Extraordinary support” means financial support over and above the cost of the faculty member's normal compensation; office space, supplies, and equipment including computer equipment; telephone use; copy services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the faculty member's normal instructional activities. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating intellectual property, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment specifically for the creation of works

1052 or inventions. Salary paid to a faculty member during an approved sabbatical will
1053 not be considered extraordinary support.

1054
1055 13.3. Copyright and Intellectual Property Ownership

1056
1057 a. Faculty Ownership

- 1058 (1) Faculty members will have ownership of any intellectual property,
1059 excluding works or inventions for hire, created in connection with and in
1060 support of teaching courses or other duties as employees of the District.
1061
- 1062 (2) Notwithstanding relevant provisions of the Copyright Act (Title 17,
1063 United States Code) and the Patent Act (Title 35, United States Code),
1064 except as provided in 13.3.b.(1) below, the faculty member will have the
1065 exclusive property right to any and all intellectual property that is the
1066 original product of their mind, time, talent, and effort, including the right
1067 to all royalties from the distribution, lease, or sale thereof, and except as
1068 otherwise provided in this Article, the District waives any property right to
1069 any such intellectual property. The District will have no claim of
1070 ownership to intellectual property produced by a faculty member under a
1071 grant awarded exclusively to that faculty member without fiscal
1072 participation by the District. The District will have no claim of ownership
1073 to intellectual property produced by a faculty member during a sabbatical
1074 unless that intellectual property has been developed as a work or invention
1075 for hire.
1076
- 1077 (3) No intellectual property will be a work or invention for hire unless the
1078 District has entered into a written agreement with the faculty member(s).
1079 In the absence of such an agreement, the intellectual property will be the
1080 property of the faculty member(s) who create(s) it. No faculty member
1081 will be involuntarily assigned to create a work or invention for hire.
1082

1083
1084 b. District Ownership

- 1085 (1) In the absence of a specific separate agreement between the faculty
1086 member(s) and the District as described in 13.3.c.(3) below, the District
1087 will have sole rights to and ownership of any intellectual property created
1088 as a work or invention for hire.
1089
- 1090 (2) The District will own the copyright to any work, such as a course outline
1091 of record, District or college administrative policy, or District or college
1092 information brochure formally reviewed by the District or the colleges for
1093 the purpose of inclusion in its curriculum, administrative or promotional
1094 material, or Board of Trustees, District or college policy.
1095
1096

1097 (3) The college will have the right of “non-exclusive license” to course
1098 content during the semester the course is taught and for a period not to
1099 exceed one year during and after course completion for the sole purpose of
1100 allowing students to complete a course for which the content was created
1101 and when the faculty member is no longer available to complete the
1102 course.

1103
1104 c. District and a Faculty Member Ownership
1105

1106 (1) In the absence of a specific separate agreement between a faculty member
1107 and the District as described in Section 13.3.c.(3) below, in the event that
1108 the District has provided extraordinary support for the development of
1109 intellectual property (including for intellectual property created under a
1110 grant), and the publication, distribution, performance, sale or other use of
1111 that intellectual property as authorized by the faculty member and/or the
1112 District results in income, the faculty member(s) will retain the right to
1113 exclusive ownership of the intellectual property, but the District will have
1114 the right to recover reimbursement for costs not to exceed the amount of
1115 the extraordinary support provided for that project.

1116
1117 (2) One or more faculty members may enter into a separate agreement with
1118 the District for the creation of intellectual property, including intellectual
1119 property developed under a grant, requiring the use of extraordinary
1120 support from the District. Such agreements will be in writing, and will
1121 determine the respective ownership interest of the faculty member(s) and
1122 the District in that intellectual property.

1123
1124 (3) If the creation of intellectual property requires rights (e.g., re-publication
1125 rights) to be acquired from third parties, such rights shall be acquired and
1126 paid for by the party who is to hold the ownership rights for that
1127 intellectual property. In a circumstance in which ownership rights for
1128 intellectual property are shared between the District and a faculty member
1129 or members, the cost of acquired rights will be shared proportionally to the
1130 amount of shared ownership.

1131
1132 d. Faculty-District Affiliation
1133

1134 (1) Faculty members who engage in publication or public presentation using
1135 any kind of media of works or inventions that they have created as a work
1136 or invention for hire or with extraordinary support from the District shall
1137 identify their relationship with the college or District during their term of
1138 employment by the District.

1139
1140 (2) The faculty member may request of the District exemption from this
1141 requirement, and the District may agree to exempt the faculty member
1142 from identifying their affiliation with the District or the college.

1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188

- (3) The District may require the faculty member not to identify their relationship with the District, and the faculty member will agree not to use the District's or college's name, or will stop using the District's or college's name as soon as reasonably possible.

DRAFT

ARTICLE 14
ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE,
AND PROFESSIONAL DUTIES

1189
1190
1191
1192
1193 14.1. Right of Assignment
1194

- 1195 a. The dean has the right to assign and/or approve each faculty member's workload.
1196 For course sections intended primarily for high school students, the assignment
1197 shall made by mutual agreement between the dean/academic administrator and the
1198 faculty member.
1199
- 1200 b. The dean and faculty member will mutually agree to office hours and the use of
1201 committee/college service hours. Office hours may be held online as mutually
1202 agreed upon between the dean and the faculty member. If mutual agreement is not
1203 reached, the appropriate vice president and the president of the Association or
1204 designee shall meet with the faculty member and the dean to reach mutual
1205 agreement.
1206
- 1207 c. Office hours will be published for students.
1208
- 1209 d. Full-time faculty members are expected to perform a portion of their contract
1210 workload at their campus worksite, except in circumstances involving a District-
1211 approved accommodation.
1212

1213 14.2. Contract Year
1214

1215 A contract year for full-time faculty members shall be 178 duty days divided into the
1216 traditional fall and spring semesters as published in the Academic Calendar.
1217

1218 14.3. Hours of Service
1219

- 1220 a. Full-time faculty members are expected to work an average of thirty-six (36)
1221 hours per week for a 30 LHE yearly assignment. A typical semester workload
1222 shall be comprised of:
1223
- 1224 (1) Classroom Assignment:
1225
- 1226 (a) Fifteen (15) hours per week of classroom or equivalent instruction.
1227
- 1228 (b) Fifteen (15) hours per week for grading, record keeping, student
1229 advising, appointments, classroom preparation, and other
1230 professional duties as assigned.
1231
- 1232 (c) Five (5) office hours per week during each week of the semester,
1233 including finals' week.
1234

- 1235 (d) An average of one (1) hour per week of college service.
1236
1237 (2) Non-classroom Assignment (Librarians, Counselors, and Learning
1238 Disability Specialists):
1239
1240 (a) Thirty (30) hours per week, including finals week, of direct student
1241 contact, outreach, and program specific assignments, as assigned
1242 by the dean/academic administrator.
1243
1244 (b) Five (5) office hours per week to be used primarily for student
1245 follow-up, transcript evaluation, and/or other student-related work.
1246
1247 (c) An average of one (1) hour per week of college service.
1248
1249 (3) Reassignment:
1250
1251 (a) Faculty members who are on reassignment will perform two (2)
1252 hours per week, including finals week, of work related to the
1253 reassignment project for each LHE of reassigned time (as
1254 described in article 15.9.b(2)).
1255
1256 (b) In consultation with the supervising administrator, faculty with
1257 reassigned time may convert their office hours to reassigned work
1258 proportionate to the amount of load being reassigned (e.g., a
1259 faculty member with 60% reassigned time may reduce their office
1260 hours by three (3) hours per week and convert those hours to the
1261 same reassigned work to which they are assigned).
1262
1263 (c) College service obligation remains the same as a normal load.
1264
1265 b. Part-time faculty members are expected to fulfill the following:
1266
1267 (1) Classroom Assignment:
1268
1269 (a) Provide one hour per week for each LHE of assigned classroom or
1270 equivalent instruction.
1271
1272 (b) Provide one hour per week for each LHE of assigned classroom or
1273 equivalent instruction for grading, record keeping, and classroom
1274 preparation.
1275
1276 (c) Conduct an average of twenty (20) minutes of student consultation
1277 and appointments per week, including finals' week, for each
1278 assigned LHE of classroom or equivalent instruction. Such
1279 advisement may take place either in person, or through telephone
1280 or on-line (e.g., the approved District LMS or e-mail) consultation.

1281 (d) Classroom part-time faculty may be approved for up to 1.5 hours
1282 per semester of optional professional development training with a
1283 focus on effective and equitable teaching and learning practices or
1284 other DEIA related training in support of students. Additional
1285 hours of paid professional development may be approved by the
1286 appropriate vice president. Such training shall be paid at the hourly
1287 stipend rate.
1288

1289 (2) Non-classroom Assignment:

1291 (a) Provide one hour per week, including finals week, of direct student
1292 contact, outreach, and program specific assignments, for each LHE
1293 of assigned advisement.
1294

1295 (b) Non-classroom part-time faculty may be approved for up to 1.5
1296 hours per semester of optional professional development training
1297 with a focus on effective and equitable teaching and learning
1298 practices or other DEIA related training in support of students.
1299 Additional hours of paid professional development may be
1300 approved by the appropriate vice president. Such training shall be
1301 paid at the hourly stipend rate.
1302

1303 14.4. Professional Duties within the Hours of Service

1304 a. Each faculty member shall:

1305 (1) Comply with their individual workload assignments.
1306

1307 (2) Comply with the applicable Course Outline of Record(s) (COR) for their
1308 assignment(s).
1309

1310 (3) Participate in SLO assessment and, for full-time members, program
1311 review, college accreditation processes, and curriculum and program
1312 development, updates, and technical/program reviews, as appropriate.
1313

1314 (4) Make a syllabus accessible to students and upload to a District-approved
1315 repository.
1316

1317 (5) Respond to and evaluate student work regularly and consistently, inform
1318 students on a timely basis of their progress in the course throughout the
1319 term, and report final grades to Admissions, Records, and Enrollment
1320 Services by an announced deadline each term.
1321

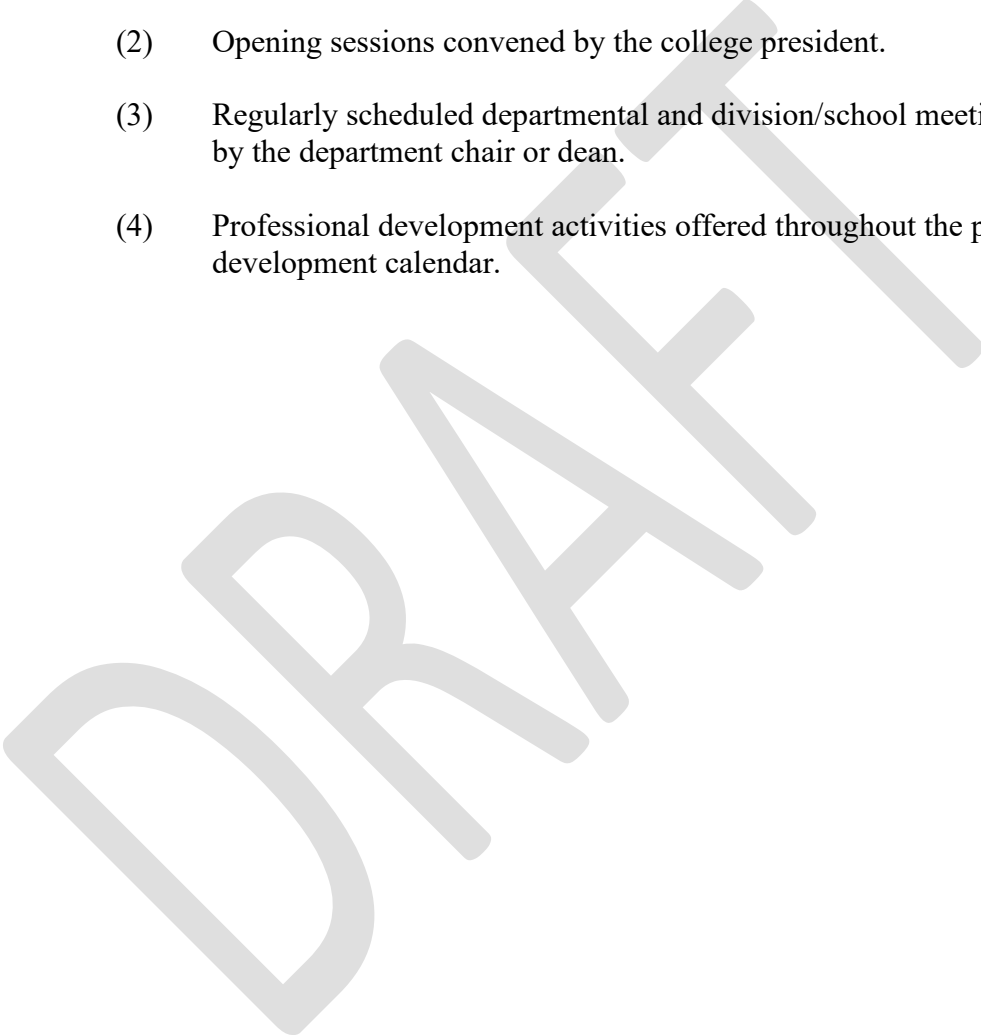
1322 (6) Respond to student academic concerns, as appropriate, in a timely manner.
1323

1324 (7) Report all personal absences to the dean as required by District policy.
1325
1326

- 1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
- (8) Respond to school/division requests in a timely manner (including but not limited to stipend approvals, teaching assignment requests, activity letters, and bookstore submissions, including ZTC/OER).
 - (9) Complete training once every two years in Title IX (20 U.S. Code §1681 et seq.) / unlawful discrimination prevention; and any other training mandated by law. Complete up to four hours of additional training per academic year determined to be required; two of these will be directed by the District and two will be mutually agreed upon by the District and the Association. Part-time faculty members will receive compensation for training according to the appropriate stipend rate if required to attend.
 - (10) First-year probationary faculty members will attend college and District orientation meetings during the fall semester professional development week.
 - (11) Full-time faculty members shall participate in the commencement ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to participate in the commencement ceremony shall report their absence per District policy and will have one-half (1/2) day of appropriate leave deducted.
 - (12) Tenured faculty members shall complete one (1) peer observation per semester, as described in Article 17. Tenured faculty members voluntarily serving as a peer observer for more than one (1) faculty member's peer observation per semester may apply this time to their college service requirement.
 - (13) Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day (for example, if the approved academic calendar has nine (9) professional development days scheduled, the total obligation is 37.8 hours). A portion of a faculty member's professional development obligation hours must be fulfilled by DEIA designated programming or programming designed to increase teaching and learning effectiveness. These hours may be completed at any point during the contract year and must be entered into a District-designated repository by June 15.
 - (14) Full-time faculty members shall provide an average of 1 hour per week of college service as mutually agreed upon with their dean. These activities are intended to support the division, college and/or District goals through active participation in one or more of the following college service categories:

1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418

- a) Committee work on the department, division/school, college, and/or district level
 - b) Non-classroom college, district, or community activities
 - c) Department/division/school activities, events, or meetings
 - d) Student club advisor activities or events.
- b. Full- and part-time faculty members are encouraged to attend and participate in:
- (1) District-wide opening sessions convened by the Chancellor.
 - (2) Opening sessions convened by the college president.
 - (3) Regularly scheduled departmental and division/school meetings convened by the department chair or dean.
 - (4) Professional development activities offered throughout the professional development calendar.



**ARTICLE 15
WORKLOAD**

1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464

15.1. Workload – General Provisions

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature.

15.2. Instructional Activities

a. Categories of Instructional Activities for which LHE is Assigned

For the purposes of determining faculty loads, each instructional activity will be assigned to one of the following five categories as defined in Article 4.

- (1) Lecture
- (2) Laboratory
- (3) Practicum
- (4) Learning Center/Tutorial
- (5) Library, Counseling Services, and Learning Disability Specialists (Instructional Activities)

An application process to reclassify courses to a different category will be instituted by the District each spring semester. A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually, when necessary, in order to consider these applications. Changes made during this process will go into effect the following spring semester.

b. Lecture, Laboratory, Practicum and Tutorial Assignments:

- (1) Full-time faculty members who instruct lecture, laboratory, practicum and tutorial courses will be assigned 30-32 LHE per academic year. The normal load for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32, will be paid from the appropriate academic salary schedule (see Appendix A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member’s normal load will not be considered overload, and will not limit overload as allowed in this Agreement.
- (2) The normal number of separate course preparations for a full-time faculty member’s load per semester shall not exceed three (3). In special

1465 situations, with the agreement of the faculty member, a faculty member
 1466 may teach more than three (3) separate preparations. A faculty member
 1467 may be required, with the agreement of the Association, to teach more
 1468 than three (3), but no more than five (5), separate preparations in a given
 1469 semester when a faculty member cannot otherwise make load.

1470
 1471 (3) Lecture, laboratory, practicum and Learning Center/tutorial instruction
 1472 will be calculated on a contact hour (50 minute).

1473
 1474 (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per
 1475 academic year, calculated according to the following ratios:

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Laboratory	1	1
Practicum	1.2 (5/6)	1
Learning Center/Tutorial	2	1

1476
 1477
 1478
 1479
 1480
 1481
 1482
 1483
 1484 Example: Digital Photography 5/6 (units lecture/lab per week)

1485
 1486 3 Hours Lecture = 3 LHE
 1487 6 Hours Practicum = 5 LHE
 1488 8 LHE for load
 1489

1490 (5) Lecture Provisions:

- 1491 (a) The dean will determine and approve section cancellations.
- 1492 (b) The minimum section enrollment will be eighteen (18) for classes
- 1493 capped at 25 or below, or twenty-two (22) for a class capped above
- 1494 25.
- 1495 (c) The dean may authorize a section with less than the minimum
- 1496 enrollment for conditions such as academic and/or pedagogic
- 1497 rationale, safety, limited number of workstations, mandated
- 1498 program limits, academic sequential programs, program
- 1499 completion, and intercollegiate athletics.
- 1500 (d) Large Lecture Assignments: Large lecture sections are those with
- 1501 an enrollment of more than 45 students. The following conditions
- 1502 apply:
- 1503 i. Large lecture sections must be pre-approved and scheduled
- 1504 by the dean.
- 1505
- 1506
- 1507
- 1508
- 1509
- 1510

- 1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
- ii. The course must be listed in the general catalog of the college and offer units.
 - iii. Consent of the faculty member(s) is required.
 - iv. Large lecture compensation will be calculated on Census Day using the following formula: For sections with an enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload according to the ratios defined in Section 15.3.e. of this Article).
 - v. Large lecture compensation will not apply to the ten (10) LHE overload limit.
- (e) Team Teaching Section: The total LHE assigned to the team that teaches the section normally shall not exceed the total LHE assigned to the course. The following conditions apply:
- i. Mutual consent of the affected faculty members and the dean is required.
 - ii. All faculty members are responsible for participating in the preparation, teaching, and grading for the class in proportion to the amount of LHE each receives.
 - iii. A team-taught section will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members.
 - iv. In the event that a team-taught section is identified as a large lecture section (refer to Sections 15.2.b.5.d of this article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the section.
- (f) Directed (independent) Study: Directed (independent) study sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean. All academic employees are eligible to instruct a directed study section(s). The following conditions apply:

- 1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
- i. The dean will identify and/or approve all directed study sections.
 - ii. Consent of the faculty member is required.
 - iii. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
 - iv. Directed study sections will not count toward the faculty member's contractual load.
 - v. The faculty member shall be compensated with LHE according to the appropriate Academic Salary Schedule (Appendix A) for eight (8) contact hours (Section 15.2.b.5.d above).
 - vi. Directed study sections may involve from one (1) to no more than three (3) students.
 - vii. A syllabus or course outline of record and student contract for each study section must be on file with the dean.
 - viii. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
 - ix. A project, test, paper and/or presentation must be successfully completed by each student.
- (g) Productivity Incentive and Class Averaging:
- i. Faculty members who have an average of forty-five (45) students per section, or a total of two-hundred twenty-five (225) students for the semester, shall be allowed to teach the total of 225 students in no fewer than four separate sections.
 - ii. Faculty members who have an average of thirty (30) students per section or greater (150 students per semester), shall be allowed to teach one (1) section which does not meet the minimum enrollment as defined in Section 15.2.b.5.d.iii above, provided they still have 150 students.
 - iii. A faculty member may not claim large lecture compensation (see Section 15.b.5.d above) for any section

1601 which is used for the determination of Productivity
1602 Incentive or Class Averaging as described above.

1603
1604 c. Non-Classroom Assignments: Full-time faculty members who provide tutorial,
1605 library, counseling and learning disability services will be assigned 30 LHE per
1606 academic year. Load hours will focus on direct student contact, outreach, and
1607 program specific assignments. The dean has the right to assign to and/or approve
1608 of each full-time faculty member's load.

1609
1610 (1) Tutorial coordinators, librarians, learning disability specialists, and
1611 counseling hours will be calculated on a clock hour (60 minutes) basis (or
1612 portions thereof).

	<u>Clock Hours</u>	<u>LHE for Load</u>
1616 Tutorial Coordination	2	1
1617 Library	2	1
1618 Counseling	2	1
1619 Learning Disability	2	1

1620
1621 (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):

1622
1623 (a) Counselors and Librarians may be assigned a maximum of 6 LHE
1624 of classroom assignment per semester within their workload.

1625
1626 (b) Learning Disability Specialists' assignments may vary.

1627
1628 d. All Learning Center assignments will be exclusively tutorial.

1629 1630 15.3. Overload

1631
1632 a. All overload assignments are voluntary.

1633
1634 b. The dean will consider full-time faculty for overload assignments before part-time
1635 faculty members receive assignments. A full-time faculty member's overload will
1636 be used to replace that faculty member's regular load should classes get cancelled.
1637 If overload is used to make regular load, the overload may not be replaced.

1638
1639 c. Overload assignments may not exceed ten (10) LHE per semester. In an
1640 emergency situation, an exception may be made that allows a faculty member to
1641 exceed 10 LHE of overload with the approval of the College President.

1642
1643 d. Only full-time faculty members can work overload.

1644
1645 e. Instructional assignments outside the traditional Fall and Spring semester do not
1646 constitute an overload assignment.

1647 f. Overload assignments will be calculated by the following ratios and compensated
 1648 in accordance with the appropriate academic salary schedule:
 1649

	<u>Contact Hours</u>	<u>LHE</u>
1651		
1652	Lecture	1
1653	Laboratory	1
1654	Practicum	1
1655	Learning Center/Tutorial	2

	<u>Clock Hours</u>	<u>LHE</u>
1657		
1658		
1659	Tutorial Coordination	2
1660	Library	2
1661	Counseling	2
1662	Learning Disability	2

1663
 1664 15.4. Part-Time Workload

1665 Part-time faculty members may be assigned lecture and non-lecture workload
 1666 assignments. The dean has the right to assign and approve each part-time faculty
 1667 member's workload.
 1668
 1669

1670 a. Part-time faculty members may accept employment and workload assignments.
 1671 The following consideration, order of employment (offer), and conditions apply in
 1672 order of priority for the fall and spring semesters:
 1673

- 1674 (1) Full-time faculty members will receive their assigned workloads and
 1675 appropriate overload(s).
 1676
- 1677 (2) Part-time faculty members establish priority rehire eligibility and receive
 1678 assignments as follows:
 1679
 - 1680 (a) Priority rehire eligibility is established in each program or
 1681 department within each college separately, and is not transferable.
 1682
 - 1683 i. Classified employees and managers teaching part-time are
 1684 not eligible for priority rehire eligibility.
 1685
 - 1686 ii. Assignments to coach an intercollegiate sport, related
 1687 intercollegiate sections, and other part-time teaching
 1688 assignments specifically connected to the intercollegiate
 1689 coaching duties cannot be used to establish priority rehire
 1690 eligibility for kinesiology/athletics assignments.
 1691

- 1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
- iii. Assignments to serve as a substitute instructor for a section for less than 100% of the term for which the class is scheduled to run are not PRE eligible.
 - (b) The part-time faculty priority rehire eligibility list will be updated at the end of every fall semester to be used for the following academic year (fall/spring).
 - i. Part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.
 - ii. Retired full-time faculty members returning to teaching/faculty service shall establish priority rehire eligibility based on the date that they were rehired as part-time faculty, providing they return to teaching/faculty service within three semesters after retirement.
 - iii. Part-time faculty who establish rehire eligibility during the same semester shall be ranked according to initial hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.
 - iv. In the event that the establishment of the seniority list in Section 15.4.a.2.b. (i) or (ii) results in two or more faculty members who have established priority rehire eligibility on the same day, a drawing shall be held to determine the order of seniority amongst them.
 - (c) To establish priority rehire eligibility, a part-time faculty member must:
 - i. have been first employed by the program or department within the college for at least three academic years;
 - ii. have held an assignment in the program or department within the college during three of the previous six fall and spring semesters; and
 - iii. have received an overall rating of “Meets Standards” or better in two consecutive evaluations as established in each program or department within the college;
 - a) For purposes of priority rehire eligibility, if a faculty member does not receive a timely evaluation

1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783

as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part-time faculty member in accordance with Article 17.

b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article 17.

(i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.

(ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article 17.

(iii) An out-of-sequence evaluation may not be used to establish priority rehire eligibility.

(d) To establish priority rehire eligibility, a retired full-time faculty member must:

i. have been re-hired as a part-time faculty member;

ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status;

iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under Article 17 after the faculty member’s re-hiring in part-time status.

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester.

1784 This provision does not preclude the District from
1785 subsequently evaluating a faculty member in accordance
1786 with Article 17.

1787
1788 iv. have a medical certificate on file with Human Resources.
1789 (Educ. Code §87408.5)

1790
1791 (e) To maintain priority rehire eligibility, a part-time or retired full-
1792 time faculty member teaching part-time must meet the following
1793 conditions:

1794
1795 i. maintain an overall rating of “Meets Standards” or better
1796 on evaluations conducted pursuant to Article 17 of this
1797 Agreement. If a faculty member does not receive a timely
1798 evaluation as specified in Section 17.3 of this Agreement,
1799 the evaluation that should have been completed will be
1800 considered as a “Meets Standards” evaluation if the offer of
1801 an assignment is made for the following semester.

1802
1803 This provision does not preclude the District from
1804 subsequently evaluating a faculty member in accordance
1805 with Article 17.

1806
1807 a) In the event that a part-time faculty member with
1808 priority rehire eligibility receives an overall rating
1809 of “Partially Meets Standards” in an evaluation or
1810 while a part-time faculty member is under formal or
1811 informal investigation, the District has the
1812 following options:

1813
1814 1) the part-time faculty member can be offered one
1815 section the following semester regardless of
1816 PRE status; or

1817
1818 2) the District can decide to suspend the
1819 employee’s PRE status for one semester while
1820 an investigation is conducted; and

1821
1822 (i) the part-time faculty member will be given
1823 a performance improvement plan,
1824 including follow-up activities, dates of
1825 completion, and measurable outcomes to
1826 address those performance issues requiring
1827 correction;
1828

1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874

(ii) the part-time faculty member will be evaluated by the dean during the next semester in which an assignment is offered, accepted, and fulfilled. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.

b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory” in an evaluation, eligible status shall be revoked.

ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 15.4.a.2.g below, or to accept an assignment as specified in Section 15.4.c. below, for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence, priority rehire eligibility is revoked.

iii. In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.

(iii) If a part-time faculty member is under investigation and ultimately exonerated of the charges, the reduced semester will not be used in the average calculation of PRE status when such a request is formally made to the Vice Chancellor of Human Resources by the Association.

(f) Subject to the availability of requested courses or assignment as specified below, part-time faculty members who have established priority rehire eligibility according to this article are entitled to a minimum assignment as follows:

i. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.

- 1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
- ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.
 - iii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.
 - iv. Semesters that a part-time faculty member is on a Human Resources-approved leave shall not count in calculating the average LHE/semester.
 - v. For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.
 - vi. For a classroom assignment, a course will not be considered available if:
 - 1. all scheduled sections of that course have already been offered and accepted by a full-time faculty member as part of a load or overload;
 - 2. all scheduled sections of that course have already been offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below;
 - 3. no sections of that course are scheduled at times meeting the availability of the part-time faculty member listed in their assignment request as described in Section 15.4.a.2.g below;

1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965

4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 15.4.a.2.i below;
 5. the course is not offered for that semester;
 6. all sections of the course have been cancelled for that semester.
- vii. Priority rehire eligibility does not guarantee an assignment, assignment of specific courses, or an assignment of a section added after the development of the initial schedule.
- (g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.
- (h) In the event that two instructors have requested the same course for which there is limited availability of sections, the faculty member with the higher priority rehire ranking as described above will receive the assignment in the absence of the conditions described under Section 15.4.a.2.f above.
- (i) Courses requested for priority assignment within a department or program at the college must be courses for which the part-time faculty member has demonstrated competency by having previously taught the same course within the school/division during the previous eight semesters.
- (j) If the part-time faculty member who has established priority rehire rights does not receive an assigned load at least equal to the load to which the part-time faculty member is entitled under Section 15.4.a.2.f above, the dean will, upon request, provide a written response stating the reasons for the lack of assignment.
- (3) All other part-time faculty will be considered for assignment.
- b. The formal offer of a part-time assignment must be made in writing.
- c. Once a formal offer of an assignment has been made, the part-time faculty member will have five (5) days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within five (5) days of the date of the

- 1966 formal offer may result in the loss of priority rehire eligibility rights for that
 1967 semester.
 1968
 1969 d. The dean may cancel the assignment of any part-time faculty member to provide a
 1970 full load (15 LHE) assignment to a full-time faculty member.
 1971
 1972 e. Once an assignment has been offered to and accepted by the part-time faculty
 1973 member, the dean may not cancel the assignment of any part-time faculty member
 1974 for the purpose of providing a full-time faculty member with overload.
 1975
 1976 f. A maximum assignment within the District for part-time faculty will be no more
 1977 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)
 1978 equivalent LHE per academic year and no more than eighty percent (80%) of a
 1979 full-time faculty load or twelve (12) equivalent LHE in any given semester, so
 1980 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)
 1981 LHE. (Educ. Code §87482.5)
 1982
 1983 Any part-time faculty member employed for more than seventy-five percent
 1984 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given
 1985 semester will be entitled to full-time faculty benefits and paid for that semester
 1986 according to the Full-time Academic Salary Schedule (Appendix A).
 1987
 1988 g. Part-time faculty members may provide service in professional ancillary activities
 1989 and be compensated for such services which will not impact their status as a
 1990 temporary employee. (Educ. Code §87482.5)
 1991
 1992 h. Part-time faculty will be paid for the first week of an assignment when a section is
 1993 canceled less than one week before the section is scheduled to begin.
 1994 If a section meets more than once per week, part-time faculty should be paid for
 1995 all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))
 1996
 1997 i. Part-time assignments will be calculated and compensated by the following ratio:
 1998

	<u>Contact Hours</u>	<u>LHE</u>
2001	Lecture 1	1
2002	Laboratory 1	1
2003	Practicum 1	1
2004	Learning Center/Tutorial 2	1
2005		
	<u>Clock Hours</u>	<u>LHE</u>
2008	Tutorial Coordination 2	1
2009	Library 2	1
2010	Counseling 2	1
2011	Learning Disability 2	1

2012 j. Nothing in this Agreement precludes the District from terminating a part-time
2013 faculty member pursuant to a personnel action initiated in accordance with Educ.
2014 Code §87665.
2015

2016 15.5. Work Experience
2017

2018 WE is a program for awarding college credit for paid and unpaid work experience to
2019 enrolled students. A WE course is part of the existing state-approved curriculum and will
2020 enroll at least one (1) but no more than thirty (30) students.
2021

2022 a. The following conditions apply to all faculty members:
2023

- 2024 (1) Mutual consent of the faculty member and the dean is required.
2025
2026 (2) Enrollments and the combination of sections will be monitored and
2027 determined by the dean on Census Day for assignment of workload.
2028
2029 (3) Faculty members assigned WE courses are responsible for in-person
2030 consultation (at the job site) with the employer or designated
2031 representative(s) to discuss students' educational growth on the job at least
2032 once per semester unless:
2033
2034 (a) they have been at the worksite previously;
2035
2036 (b) the student is repeating the course at the employer's worksite;
2037
2038 (c) the worksite has been the site of numerous previous assignments
2039 by other students at the college;
2040
2041 (d) the worksite location is greater than fifteen (15) miles from the
2042 college;
2043
2044 (e) the faculty member and student are on different work schedules;
2045
2046 (f) the faculty member and student are working in a virtual office; or
2047
2048 (g) in case of emergency or security of the instructor/student.
2049

2050 Under one of these circumstances, the faculty member may use alternative
2051 means to consult, such as the telephone, teleconference, partner with
2052 instructors from other colleges or e-mail/internet.
2053

- 2054 (4) The faculty member must maintain and submit all appropriate
2055 documentation according to CCR, Title 5 §55256.
2056

2057 (5) Compensation for WE instruction is .18 LHE as listed in the appropriate
2058 academic salary schedule (Appendix A) per student per term.
2059 Compensation will be made upon submission of all appropriate
2060 documentation, assignment obligations, grades and required
2061 documentation to the dean. Documentation must be submitted by the
2062 grading deadline.

2063
2064 b. The following conditions apply to full-time faculty members only:

2065
2066 (1) WE may only be taught as an overload assignment; it may not be
2067 considered as part of a full-time faculty member's regular workload.

2068
2069 (2) Summer assignments will be limited to one (1) WE class, consisting of
2070 one or more sections. Compensation for WE instruction is .18 LHE as
2071 listed in the appropriate academic salary schedule (Appendix A) per
2072 student per term.

2073
2074 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters

2075
2076 Faculty members may accept assignments during instructional terms offered outside of
2077 the traditional spring and fall semesters, for instance, during the summer or during a
2078 winter intersession between traditional fall and spring semesters. For the purposes of this
2079 article, an instructional term is defined as a specific period during which a specific class
2080 meets, follows an approved Course Outline of Record (COR), and a final grade is
2081 assigned. Multiple instructional terms of differing lengths may be offered during a
2082 specific period outside of the traditional spring and fall semesters; for instance, there may
2083 be more than one instructional term offered during the summer. The following conditions
2084 apply:

2085
2086 a. The dean will consider for assignment full-time faculty members who meet
2087 minimum qualifications within their respective organizational unit, followed by
2088 part-time faculty members who have achieved eligibility for rehire priority as
2089 defined in Section 15.4.a.2 et seq. followed by all other faculty.

2090
2091 b. Assignments for instructional sessions outside of the traditional fall and spring
2092 semesters are not considered overload assignments.

2093
2094 c. Faculty members may teach up to eighty percent (80%) of a full-time instructional
2095 load per instructional term. However, if multiple terms overlap, the total
2096 instructional load an instructor holds during the combined overlapping terms may
2097 not equal more than eighty percent (80%) of a fulltime instructional load.
2098 Requests to teach more than eighty percent (80%) of a full-time instructional load
2099 may be approved by the faculty member's dean on a case-by-case basis. Credit for
2100 large lecture as described in Section 15.2.b.5.d of this article will not count within
2101 the eighty percent (80%) limitation.

2102

2103 d. Assignments will be calculated by the following ratios and compensated in
 2104 accordance with the appropriate Academic Salary Schedule (Appendix A):
 2105

	<u>Contact Hours</u>	<u>LHE</u>
2106		
2107	Lecture 1	1
2108	Laboratory 1	1
2109	Practicum 1	1
2110	Learning Center/Tutorial 2	1

	<u>Clock Hours</u>	<u>LHE</u>
2111		
2112		
2113	Tutorial Coordination 2	1
2114	Library 2	1
2115	Counseling 2	1
2116	Learning Disability 2	1

2117
 2118 15.7. Extra Duty Days
 2119

2120 a. Each extra duty day shall consist of 7.2 hours of assigned time. These may be
 2121 taken as full days or divided across different days depending on the nature of the
 2122 work. Full-time faculty members in the assignments listed below work additional
 2123 full-time equivalent duty days as part of their regular contractual assignment:
 2124

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
2125	
2126	Articulation Officer 17 days (to be assigned as necessary)
2127	Badminton Coach 16 days
2128	Baseball Coach 20 days
2129	Basketball Coach 20 days
2130	Beach Volleyball Coach 16 days
2131	Cheer Advisor 9 days
2132	Choral (vocal) Music 16 days
2133	Counselor 17 days (10 days or the equivalent of
2134	72 hours, scheduled immediately
2135	prior to the start of the fall academic
2136	calendar, and the equivalent of 7
2137	days or 50.4 hours to be mutually
2138	agreed upon by the faculty member
2139	and the dean/academic
2140	administrator.)
2141	Cross Country Coach 16 days
2142	Dance 9 days
2143	Fast Pitch Softball Coach 20 days
2144	Flag Football Coach 20 days
2145	Football Coach 20 days
2146	Golf Coach 16 days
2147	Instrumental Music 16 days

2148	Learning Disability Specialist	17 days (10 days or the equivalent of
2149		72 hours, scheduled immediately
2150		prior to the start of the fall academic
2151		calendar, and the equivalent of 7
2152		days or 50.4 hours to be mutually
2153		agreed upon by the faculty member
2154		and the dean/academic
2155		administrator.)
2156	Nursing	4 days (when necessary to work
2157		outside the 178 day calendar)
2158	Soccer Coach	20 days
2159	Swimming Coach	20 days
2160	Tennis Coach	16 days
2161	Track Coach	20 days
2162	Volleyball Coach	16 days
2163	Water Polo Coach	16 days

In the event of postseason competition, assigned coaches of that sport will receive one additional extra duty day compensation for each week of post-season play. This compensation will be provided to the faculty member starting within sixty (60 days) after the post-season play is completed and prorated over the annual contract.

b. The following provisions will apply to all full-time assigned Extra Duty Days:

- (1) During the Extra Duty Days, faculty members shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by faculty members and their dean.
- (2) Mutually agreed upon activities will be documented in writing.
- (3) If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity. The part-time faculty member will receive a stipend equivalent to the prorated compensation for those duty days as determined by the part-time faculty member's appropriate placement on the Academic Salary Schedule.
- (4) Extra Duty Days can be used within or outside of the 178-day contract year.
- (5) Activities performed as part of an Extra Duty Day assignment may not coincide with the faculty member's regular contractual load assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.

2194 (6) All faculty members assigned Extra Duty Days will have their salaries
2195 adjusted to reflect the additional time. Such adjustments will be made on a
2196 per diem basis, and the total amount of base salary plus adjustments
2197 constitutes the contracted salary for that individual.
2198

2199 15.8. Unpaid Work Exchange:
2200

- 2201 a. Faculty members shall request an exchange in writing.
- 2202
- 2203 b. The request must have written approval of both parties and the dean.
- 2204
- 2205 c. The exchange is on an hour-for-hour basis and will be completed before the end
2206 of the following semester.
- 2207
- 2208 d. A faculty member may participate in no more than four (4) unpaid exchanges for
2209 any one section during any academic year.
- 2210
- 2211 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
2212 described in Article 24, Leaves.
2213

2214 15.9. Compensated Duties Beyond Instructional Assignments
2215

- 2216 a. Faculty members may accept additional duties and responsibilities in a specific
2217 activity including but not limited to chairing or coordinating.
2218
- 2219 b. Forms of Compensation for Duties beyond Instructional Assignments
2220
- 2221 (1) Stipend: When a faculty member accepts a stipend assignment the
2222 following conditions apply:
2223
 - 2224 (a) The dean will assign and approve all stipends in their area.
2225
 - 2226 (b) All stipends will be in addition to the faculty member's workload
2227 assignment.
2228
 - 2229 (c) Faculty members must sign a stipend contract which will include
2230 stated outcomes such as expectations, objectives and dates of
2231 completion of the assignment, and which will require the faculty
2232 member to verify completion and/or satisfaction of the assignment
2233 to the designated administrator for that assignment.
2234
 - 2235 (d) Compensation for stipends shall be calculated at one-half of the
2236 highest hourly rate on the Full-Time Classroom Overload
2237 Academic Salary Schedule. (Appendix A).
2238

- 2239 (2) Reassigned Time: Reassigned time is intended for those faculty members
2240 performing duties which require additional time, and a corresponding
2241 reduction in the amount of time assigned to normal contractual duties.
2242 The following conditions apply:
2243
- 2244 (a) Reassigned time may be recommended by the appropriate
2245 administrator.
 - 2246
 - 2247 (b) Consent of the faculty member is required, except in cases where a
2248 faculty member is unable to make load.
2249
 - 2250 (c) Faculty members must sign a reassigned time contract which will
2251 include stated outcomes such as expectations, objectives and dates
2252 of completion of the assignment. The faculty member will be
2253 required to provide evidence of completion and/or satisfaction of
2254 the assignment to the appropriate administrator.
2255
 - 2256 (d) Faculty members receiving reassigned time will be eligible for
2257 additional workload assignments.
2258
 - 2259 (e) The appropriate administrator/dean and faculty member will
2260 develop a work schedule that will provide the appropriate time for
2261 the faculty member to complete the activities identified in the
2262 reassigned project. For example: If a faculty member's
2263 reassignment activities include scheduled meetings for every
2264 Tuesday during the semester, at a time during which there is no
2265 assigned contractual duty, then there shall be no conflicts with the
2266 assignment.
2267
 - 2268 (f) The reassigned time allocated to the bargaining unit as described in
2269 Section 6.7, may not be converted to a stipend.
2270
- 2271 b. Department Chair Compensation
2272
- 2273 (1) Chair duties will be compensated by stipend or reassignment or a
2274 combination thereof. Chairs with reassignment may accept overload and
2275 large lecture compensation, as determined by the dean.
2276
 - 2277 (2) Compensation for department chairs will be based on the highest rate from
2278 the Full-time Classroom Overload Academic Salary Schedule. (Appendix
2279 A).
2280
 - 2281 (3) Regular Term Department Chair Compensation
2282
- 2283 Beginning in Spring of 2025, department chair compensation will be
2284 calculated according to the table below. The total amount of compensation

2285
2286
2287
2288
2289

will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department’s placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below:

	ptWFCH	Sections	Courses	FTES	LHE
Tier 5	360+	160+	92+	440+	2.6
Tier 4	270-359	120-159	69-91	330-439	2.1
Tier 3	180-269	80-119	46-68	220-329	1.6
Tier 2	90-179	40-79	23-45	110-219	1.1
Tier 1	1-89	1-39	1-22	1-109	0.6

2290
2291
2292
2293
2294
2295
2296
2297
2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313
2314
2315
2316
2317
2318
2319

In which “ptWFCH” represents the department’s part-time weekly faculty contact hours, both classroom and non-classroom, describing duties related to hiring, mentoring and evaluation of part-time faculty, as taken from the end of term (EOT) from the preceding fall semester;

“Sections” represents the number of scheduled sections offered by the department, describing duties such as scheduling and staffing the department’s course schedule, as taken from the end of term (EOT) from the preceding fall semester (Note: Only the A ticket is counted and cancelled sections are included in the count);

“Courses” represents the number of active courses for the department, as listed in the most recent CCC Curriculum Inventory, describing duties related to conducting or coordinating a number of operations related to a department’s courses, including program and curriculum development and review, SLO development and evaluation, and administrative duties such as participation in meetings;

“FTES” represents the number of full-time equivalent students served by the department, describing the duties related to handling student concerns, including grade grievances against part-time faculty members, as taken from the end of term (EOT) from the preceding fall semester;

“LHE” represents the amount of compensation as determined by the Full-Time Classroom Overload Academic Salary Schedule (Appendix A).

Example: For a department which had 321 part-time WFCH, 27 sections, 250 FTES during the previous fall term, 35 active courses, the following calculation would apply:

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 4	Tier 1	Tier 2	Tier 3
Compensation	2.1	0.6	1.1	1.6

Total
Compensation:

5.4 LHE

2320
2321
2322
2323
2324
2325
2326
2327
2328
2329
2330
2331

(4) Summer Department Chair Compensation

Department Chairs assigned to perform chair duties throughout the summer will be paid according to the following table, using ptWFCH and Sections as defined in Section 15.9.c.3 above. The total amount of compensation will be derived by combining the amount of LHE earned in both categories, as determined by the department's placement in each category on the table. If a Chair is assigned by the dean to perform chair duties for less than the entire summer, the Chair will be paid in accordance with Section 15.9.c.(5) below:

	ptWFCH	Sections	LHE
Tier 5	360+	160+	1.8
Tier 4	270-359	120-159	1.4
Tier 3	180-269	80-119	1
Tier 2	90-179	40-79	0.6
Tier 1	1-89	1-39	0.2

2332
2333
2334
2335
2336
2337
2338
2339
2340
2341
2342
2343
2344
2345
2346
2347
2348
2349
2350
2351
2352
2353
2354
2355
2356
2357

(5) Supplemental Duty Compensation

During the regular term or summer, department chairs or other faculty members may be assigned additional extra-instructional duties beyond those described in Section 15.9.c.(3) above, and specific to certain departments and programs, including but not limited to career education programs (CE).

Additional compensation for these duties will be calculated at a rate equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

d. Coordinator Compensation

Certain specific faculty positions are designated as "Coordinator" positions (for example, EOPS coordinator). Those specific positions may receive up to 100% reassignment as required by the coordinated program, as determined by the appropriate Vice President.

ARTICLE 16
PART-TIME FACULTY

2358
2359
2360
2361
2362
2363
2364
2365
2366
2367
2368
2369
2370
2371
2372
2373
2374
2375
2376
2377
2378
2379
2380
2381
2382
2383
2384
2385
2386
2387
2388
2389
2390
2391
2392
2393
2394
2395
2396
2397
2398
2399
2400
2401
2402
2403

16.1. General Provisions

Each part-time faculty member shall be covered by all of the provisions of this agreement which relate to part-time, temporary, and partial contracts.

16.2. Right of Assignment: The dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s) each semester (Section 15.4.).

16.3. Workload (see Article 15)

16.4. Evaluations (see Article 17)

16.5. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies

- a. Information regarding academic full-time vacancies at all colleges in the District shall be made available to all part-time faculty on the District website and for those who request it from Human Resources.
- b. Part-time faculty members who apply for a vacant full-time position will be evaluated in the same way as other candidates and will receive no special advantage.

16.6. Benefits (Article 27)

16.7. Wages (Article 30)

**ARTICLE 17
EVALUATIONS**

Purpose

The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

17.1. Probationary Faculty Evaluations

The four-year probationary period is intended to provide sufficient time for the new faculty member to understand the expectations of a tenured faculty member, to develop the skills and acquire the experience to participate successfully in the educational process, and to use appropriate resources for professional growth and development. Faculty recommended for tenure, therefore, must reflect this standard of excellence in their performance of faculty duties and interaction with students and colleagues.

a. Evaluation Timelines

The dean/academic administrator will initiate the course of action to establish the tenure review process for each newly hired faculty member. Except for submission of the recommendation from the TRC by December 15 as described in Section 17.1.d.1.i below, the evaluation timelines in this article are recommended guidelines only.

(1) First Contract Year

- (a) For those faculty members whose first contract is issued in the spring semester, the faculty member's initial spring semester and the following academic year will be considered their first contract year.
- (b) The TRC meets with the new faculty member (and throughout the four-year process as appropriate).
- (c) TRC membership is reported by the dean/academic administrator to the appropriate vice president for each new faculty member by September 15.
- (d) The TRC meets with the faculty to discuss the process, format, objectives, timelines, and expectations.
- (e) The probationary faculty portfolio shall be submitted to the TRC by October 15.

- 2449 (f) Student surveys are to be initiated prior to November 1 for the fall
2450 semester and prior to May 1 for the spring semester. The results of
2451 the student surveys shall be discussed with the TRC and the
2452 probationary faculty member. Copies of the student surveys will be
2453 provided to the probationary faculty member after the due date for
2454 grades.
2455
- 2456 (g) Observations are completed and returned to the dean by November
2457 15.
2458
- 2459 (h) Post-visit discussions to be held with the faculty member prior to
2460 December 1.
2461
- 2462 (i) The TRC reaches its recommendation and completes a written
2463 report by December 15.
2464
- 2465 (j) The recommendation of renewal or non-renewal is submitted by
2466 the dean/academic administrator to the appropriate vice president
2467 and the president no later than December 20.
2468
- 2469 (k) Letter of non-renewal or one (1) year renewal will be sent no later
2470 than March 15. If a probationary faculty member is not notified of
2471 the Board's decision not to issue a contract for the following
2472 academic year on or before March 15 of their first contract year,
2473 they will be issued a second one-year contract.
2474
- 2475 (l) A new faculty member whose initial hire date begins with the
2476 spring semester will be evaluated during the spring semester and
2477 again during the fall semester of the subsequent academic year.
2478
- 2479 (2) Second Contract Year
2480
- 2481 (a) Follow the same timeline and process as the first contract year.
2482
- 2483 (b) Second semester: A letter of non-renewal or two (2) years renewal
2484 will be sent no later than March 15. If a probationary faculty
2485 member is not notified of the Board's decision not to issue a
2486 contract for the following academic year on or before March 15 of
2487 their second contract year, they will be issued a third, two-year
2488 contract.
2489
- 2490 (3) Third Contract Year
2491
2492 Follow the same timeline and process as the first contract year.
2493
- 2494 (4) Fourth Contract Year

- 2495 (a) Follow the same timeline and process as the first contract year.
2496
2497 (b) Second semester: a letter of tenure or non-renewal will be sent no
2498 later than March 15. If no notice is received on or before March 15
2499 of the fourth year, the faculty member will return in the fall of the
2500 subsequent academic year as a regular tenured employee.
2501

2502 b. Probationary Period
2503

2504 A probationary faculty member must be evaluated at least once in each academic
2505 year of service. (Educ. Code §87663(a).) The probationary period is ordinarily a
2506 four-year process (as described in Educ. Code §§87600-87612). In order to
2507 receive a year's credit toward attainment of tenure, the faculty member must work
2508 at least 75% of the academic year (Educ. Code §87605). However, during the
2509 second, third, or fourth contract years, time spent on paid or unpaid leave of
2510 absence for the reasons stipulated below may (as determined by the District) be
2511 included in computing the 75% requirement if the faculty member serves
2512 sufficient time during the year to allow for the evaluation process to be completed
2513 in the fall semester (Educ. Code §87606) and the evaluation had no pending areas
2514 for improvement. Qualifying leaves include:
2515

- 2516 1. Leave of absence for reason of the birth and bonding with a child or
2517 bonding with an adopted or foster child.
- 2518 2. Leave to care for an immediate family member with a serious health
2519 condition.
- 2520 3. Leave because of the faculty member's own serious health condition.
2521

2522 Though the District may approve a year's credit toward tenure using paid and
2523 unpaid leaves, STRS and PERS service credit could (and likely will) be calculated
2524 differently.
2525

2526 (1) Step One – Initial Hiring: First Contract (one year)
2527

2528 A probationary faculty member (or contract employee) is hired initially on
2529 a one-year contract (§87605). If a faculty member is hired in the spring
2530 semester, the first year will not be complete until the faculty member
2531 teaches a complete academic year, usually during the academic year
2532 following the semester of hire.
2533

2534 (2) Step Two – Second Contract (one year)

2535 If a probationary faculty member is not notified of the Board's decision
2536 not to issue a contract for the following academic year on or before March
2537 15 of their first year, they are issued a second one-year contract (§§87608
2538 and 87610(a)).
2539

2540 (3) Step Three – Third Contract (two years)

2541 If a probationary faculty member is not notified of the Board’s decision
2542 not to issue a contract for the following academic year on or before March
2543 15 of the second year, they are issued a third, two-year contract
2544 (§§87608.5 and 87610(a)).
2545

2546 (4) Step Four – Granting Tenure
2547

2548 If the probationary faculty member is not notified on or before March 15th
2549 of the fourth year that the Board has decided not to employ (i.e., to
2550 dismiss) the faculty member as a permanent, tenured employee for all
2551 subsequent years, the faculty member will return in the fall of the
2552 subsequent academic year as a permanent, tenured employee (§§87609
2553 and 87610).
2554

2555 b. Tenure Review Committee (TRC) and Peer Evaluators
2556

2557 A Tenure Review Committee (TRC) will follow the candidate(s) through the
2558 entire probationary period. Members of this committee have an obligation to
2559 commit to the time frame, uphold the confidentiality of the tenure review process,
2560 uphold the principles of equal employment opportunities, promote and respect
2561 diversity and equity, review appropriate documents, and conduct fair and
2562 unbiased evaluation for the purpose of reaching a tenure decision.
2563

2564 Committees for different probationary faculty members may have the same
2565 membership but will function separately. However, general team orientation
2566 meetings about the tenure review process may be conducted with multiple TRCs
2567 at the division, college, or District level.
2568

2569 Appointment to a TRC will count toward fulfillment of a faculty member’s
2570 college service obligation, and may be eligible for professional development
2571 hours as appropriate.
2572

2573 The TRC will be comprised of the following four persons:
2574

- 2575 (1) The dean/academic administrator, who is a participating member, is
2576 responsible for overseeing the evaluation process, collecting all evaluation
2577 materials, and submitting the annual Faculty Performance Evaluation
2578 report as prepared by the TRC, including a recommendation regarding the
2579 continued employment of the probationary faculty member.
2580
- 2581 (2) Two (2) tenured faculty members/peer evaluators from the department
2582 and/or division/school, or related department and/or division/school, who
2583 will serve as participating members. The appointment of these faculty
2584 members will follow consultation and consensus between the dean and the
2585 department chair(s).
2586

2587 (3) In addition, the probationary faculty member will be responsible for
2588 selecting a full-time faculty member to serve as a mentor, who will be an
2589 advisory member of the TRC. The purpose of the mentor is to serve as an
2590 advisor to support and assist the probationary faculty member. The mentor
2591 will attend all TRC meetings where the probationary faculty member is
2592 present, but will not contribute to the writing or creation of the evaluation
2593 report. The mentor may also attend TRC meetings where the probationary
2594 faculty member is not present but is not required to do so. The mentor is
2595 not required to do an observation, but may at the request of the
2596 probationary faculty member. The mentor should be a faculty member
2597 who is familiar with the tenure review process and evaluation procedures
2598 as contained in the Academic Employee Master Agreement and with
2599 department and division/school policies and procedures. Probationary
2600 faculty members may replace their faculty mentor at their discretion.
2601

2602 (4) The appointed members of the TRC shall remain the same throughout the
2603 entire tenure review process except in extenuating circumstances. If a
2604 participating faculty member of the TRC becomes unavailable or unable to
2605 continue, or if a conflict of interest is identified as agreed to by the
2606 Association and the District, the dean shall appoint a replacement faculty
2607 member in consultation and consensus with the department chair(s) or the
2608 Academic Senate if the conflict is with the department chair or there is no
2609 department chair.
2610

2611 c. Probationary Faculty Evaluation Components
2612

2613 (1) Self-Evaluation
2614

2615 (a) It is essential that each probationary faculty member take full
2616 responsibility for the appropriate portions of their tenure review
2617 process.
2618

2619 (b) The probationary faculty member will submit to the TRC a
2620 portfolio including a report of college, District or committee
2621 service; accomplishments (such as publications, exhibitions or
2622 performances); awards and achievements; appropriate class
2623 materials such as sample syllabi and assignments; goals and
2624 objectives for the next evaluation cycle; mentoring opportunities;
2625 and other pertinent documents, as determined by the probationary
2626 faculty member.
2627

2628 (c) The college shall provide course success data disaggregated by
2629 race/ethnicity to the faculty member, and if any of the groups
2630 represented in this data shows consistently lower success rates, the
2631 faculty member will provide a brief self-assessment of how they
2632 will adjust the teaching and learning process for these groups.

2633 Included in this assessment will be any plan of action for course
2634 completion percentages that fell below 40%.

2635
2636 (d) The self-evaluation shall also include a description of the faculty
2637 member's teaching, learning, and professional practices that
2638 specifically support diversity, equity, inclusion, and accessibility in
2639 the educational environment to improve equitable outcomes and
2640 course completion for all students, and, if applicable, a list of any
2641 DEIA-related professional development activities completed by the
2642 faculty member.

2643
2644 (2) Instructional Activity Observations

2645
2646 The TRC will conduct scheduled classroom/worksite/electronic
2647 visitation(s) as needed and submit written comments to the dean/academic
2648 administrator. Probationary faculty who are assigned teaching hours in
2649 addition to their roles as counselors, librarians, and learning disability
2650 specialists shall be evaluated in both their teaching and student service
2651 roles.

2652
2653 (a) The probationary faculty member and the TRC members will
2654 mutually agree on the course(s) or equivalent in which the
2655 scheduled observation(s) will take place, so that the faculty
2656 member may be observed under optimum conditions for displaying
2657 their abilities.

2658
2659 (b) Each evaluation shall include at least one (1) observation, lasting at
2660 least fifty (50) minutes. For online classes, the probationary faculty
2661 member will present the course to the member(s) of the TRC
2662 during an observation lasting at least fifty (50) minutes.

2663
2664 (3) Student Surveys

2665
2666 (a) The District and Association will mutually agree upon the method
2667 and system used for the collection of student surveys in order to
2668 ensure the highest possible participation rate. If changes to the
2669 collection system become necessary, the District and Association
2670 will meet and mutually agree on a new system. If both parties are
2671 unable to reach mutual agreement, the Chancellor shall make the
2672 final determination.

2673
2674 (b) Student surveys will be conducted in all classes taught by the
2675 faculty member during the fall and spring semesters. The objective
2676 will be to determine the student response to areas such as the
2677 fulfillment of the stated and distributed course objectives, effective
2678 communication, and respect for students' rights and needs.

- 2679
2680
2681
2682
2683
2684
2685
2686
2687
2688
2689
2690
2691
2692
2693
2694
2695
2696
2697
2698
2699
2700
2701
2702
2703
2704
2705
2706
2707
2708
2709
2710
2711
2712
2713
2714
2715
2716
2717
2718
2719
2720
2721
2722
2723
2724
- (c) For those faculty members who engage in instruction outside of the classroom, including librarians, counselors, and learning disability specialists, student surveys will be collected within five (5) days of student contact sessions (i.e., student appointments or reference desk visits) during a designated four-week period each fall and spring semester.
 - (d) Throughout the probationary period, student surveys shall be available to the TRC and may be used in the faculty performance evaluation. Results of the student surveys will be discussed with the probationary faculty member; however, the student surveys themselves will not be available to the faculty member until after the due date for grades.
 - (e) Student surveys alone may never be used as the sole justification for an overall evaluation rating.
- (4) Report Preparation
- (a) The TRC will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
 - i. the materials from the probationary faculty portfolio;
 - ii. results of observations and student surveys;
 - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy, Administrative Regulations, and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy, Administrative Regulations, and the appropriate job posting;
 - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
 - (b) Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.

2725 (c) Evaluations are to be based on the materials described in this
2726 article. Hearsay statements, rumors or information from
2727 anonymous sources, other than student evaluations, shall be
2728 excluded from written evaluations. The TRC may include in the
2729 written evaluation information which has been documented
2730 through a completed investigation subsequent to a complaint, the
2731 findings of which investigation have been delivered to the faculty
2732 member under evaluation prior to the inclusion of this information
2733 in the evaluation report.

2734
2735 (5) Follow-up Procedures

2736 (a) If the faculty member’s performance receives an overall rating
2737 below “Meets Standards,” the TRC will develop a performance
2738 improvement plan, including follow-up activities, dates of
2739 completion, and measurable outcomes to address those
2740 performance issues requiring correction. A performance
2741 improvement plan may be developed by the TRC for a rating
2742 below “Meets Standards” in any individual category. A
2743 performance improvement plan shall not be required for
2744 probationary faculty members who have been notified that they
2745 will not be recommended for further employment with the District.
2746

2747 (b) The TRC, including the mentor, will meet with the probationary
2748 faculty member to discuss the summary report.
2749

2750 (c) On behalf of the TRC, the dean will forward recommendation(s),
2751 with appropriate supporting documentation, to the appropriate vice
2752 president and president.
2753

2754 (d) An additional evaluation may be scheduled during the spring
2755 semester if desired by the TRC.
2756

2757 (6) Administration Review

2758 (a) The appropriate vice president will:
2759 i. review recommendation(s),
2760 ii. forward recommendation(s), including their
2761 recommendations based upon their direct observation, to
2762 the president.
2763

2764 (b) The president will:
2765 i. review recommendation(s),
2766
2767
2768
2769
2770

2771 ii. forward recommendation(s), including their
2772 recommendations based upon their direct observation, to
2773 the Chancellor.
2774

2775 (c) The Chancellor will:

2776 i. review recommendation(s),

2777
2778 ii. forward recommendation(s), including their
2779 recommendations, to the Board of Trustees.
2780
2781

2782 17.2. Tenured Faculty Evaluation

2783
2784 The tenured faculty evaluation process is designed to improve the teaching and learning
2785 process and delivery of student services, to provide a basis for professional growth and
2786 development, and to comply with California Community College's laws and regulations.
2787 Tenured faculty who are assigned teaching hours in addition to their roles as counselors,
2788 librarians, and learning disability specialists shall be evaluated in both their teaching and
2789 student service roles.
2790

2791 a. Evaluation Timelines

2792
2793 (1) The dean/academic administrator will initiate the tenured faculty
2794 evaluation process every three (3) years.
2795

2796 (2) The evaluation process must be completed by the end of the academic year
2797 in which the process was, or the process must begin anew.
2798

2799 b. Tenured Faculty Evaluation Process

2800 (1) Self-Evaluation

2801
2802 a) The faculty member will submit to the dean a portfolio including a
2803 report of college, District or committee service; accomplishments
2804 (such as publications, exhibitions or performances); awards and
2805 achievements; appropriate class materials such as sample syllabi
2806 and assignments; and other pertinent documents, as determined by
2807 the tenured faculty member.
2808

2809
2810 b) The College shall provide course success data disaggregated by
2811 race/ethnicity to the faculty member, and if any of the groups
2812 represented in this data shows consistently lower success rates, the
2813 faculty member will provide a brief self-assessment of how they
2814 will adjust the teaching and learning process for these groups.
2815 Included in this assessment will be any plan of action for course
2816 completion percentages that fell below 40%.

2817 c) The self-evaluation shall also include a description of the faculty
2818 member's teaching, learning, and professional practices that
2819 specifically support diversity, equity, inclusion, and accessibility in
2820 the educational environment to improve equitable outcomes and
2821 course completion for all students, and, if applicable, a list of any
2822 DEIA-related professional development activities completed by the
2823 faculty member.
2824

2825 (2) Instructional Activity Observation
2826

2827 The appropriate dean/academic administrator, or designee will make
2828 scheduled classroom/worksite/electronic visits as described below:
2829

2830 (a) The faculty member and dean/academic administrator or designee
2831 will mutually agree on the course(s) or equivalent in which the
2832 scheduled observation(s) will take place, so that the faculty
2833 member may be observed under optimum conditions displaying
2834 their abilities.
2835

2836 (b) Each evaluation shall include at least one (1) observation, lasting at
2837 least fifty (50) minutes. For online classes, the faculty member will
2838 present the course to the evaluator during an observation lasting at
2839 least fifty (50) minutes.
2840

2841 (3) Peer Observation
2842

2843 (a) Only one peer observation is required for each faculty member being
2844 evaluated.
2845

2846 (b) The faculty member being evaluated will submit a list of up to three
2847 (3) names of tenured faculty members to serve as potential peer
2848 observers. The dean/academic administrator, in consultation with the
2849 department chair, will select one faculty member from the list of three
2850 (3) to conduct the peer observation. Should none of the faculty
2851 members on the list be available to serve, the dean/academic
2852 administrator will work with the faculty member being evaluated to
2853 select a different tenured faculty member from within the District.
2854

2855 (c) Once the dean/academic administrator sends a request, the faculty
2856 member being evaluated shall respond to the dean/academic
2857 administrator's request for the three peer observer names within 5
2858 calendar days or the dean/academic administrator shall make the Peer
2859 Observer selection in consultation with the department chair.
2860

2861
2862
2863
2864
2865
2866
2867
2868
2869
2870
2871
2872
2873
2874
2875
2876
2877
2878
2879
2880
2881
2882
2883
2884
2885
2886
2887
2888
2889
2890
2891
2892
2893
2894
2895
2896
2897
2898
2899
2900
2901
2902
2903
2904
2905

(d) By the third (3rd) week of the semester in which a tenured faculty member is being evaluated, they will select one of the options described below and inform the dean/academic administrator in writing.

i. Option 1: The peer observer will conduct an observation based on a classroom/worksite/electronic visitation.

1. The faculty member and the peer observer will mutually agree on the course or equivalent in which the scheduled observation will take place, so that the faculty member may be observed under optimum conditions for displaying their abilities.
2. The observation shall last at least fifty (50) minutes. For online classes, the faculty member will present the course to the peer evaluator during an observation lasting at least fifty (50) minutes.
3. The peer observer shall submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and attached to the evaluation as a peer review component.

ii. Option 2: The peer observer will review the student evaluations from the previous six (6) semesters, if available. This is a pilot program and is being added as an alternate option for the peer review process for years 1 and 2 of the contract. The parties agree to meet in May 2026 to evaluate issues/concerns related to Option 2 and reopen the article for revision and/or an extension of the program. If no student evaluations are available, the faculty member being evaluated must select Option 1.

1. The peer observer shall review the student evaluations, discuss the results of the evaluations with the faculty member being evaluated, and submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and attached to the evaluation as a peer review component.
2. Option 2, if selected, may only be used once every 6 years. Therefore, if Option 2 is selected in any given academic year, the faculty member will be required to use Option 1 in the subsequent evaluation cycle.

2906
2907
2908
2909
2910
2911
2912
2913
2914
2915
2916
2917
2918
2919
2920
2921
2922
2923
2924
2925
2926
2927
2928
2929
2930
2931
2932
2933
2934
2935
2936
2937
2938
2939
2940
2941
2942
2943
2944
2945
2946
2947
2948
2949
2950
2951

(4) Student Surveys

- (a) The District and Association will mutually agree upon the method and system used for the collection of student surveys in order to ensure the highest possible participation rate. If changes to the collection system become necessary, the District and Association will meet and mutually agree on a new system. If both parties are unable reach mutual agreement, the Chancellor shall make the final determination.
- (b) Student surveys will be conducted in all classes taught by the faculty member during the fall and spring semesters so that faculty can use them for self-improvement. Student surveys are to be initiated prior to December 1 for the fall semester and prior to May 1 for the spring semester. Student surveys will be available to the faculty member after the due date for grades.
- (c) The objective of student surveys is to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs. When a faculty member is being evaluated, the student surveys for each of the semesters within the formal evaluation period will be available to the dean/academic administrator or designee and the information may be used in the faculty performance evaluation.
- (d) There is no minimum percentage of student survey responses required. However, if student respondents for any one class fall below the required minimums (as outlined below), such responses may only be used by the dean/academic administrator for the purpose of ensuring that the faculty member is meeting their professional obligations and/or adhering to Board Policy and Administrative Regulations requirements, after validation by the dean/academic administrator.

Required Minimums based on census enrollments:
 - 1) Class sizes of 30 or less need at least 6 student respondents;
 - 2) Class sizes of 31 to 74 need at least 8 student respondents;
 - 3) Class sizes of 75+ would need at least 15 student respondents.
- (e) For those faculty members who engage in instruction outside of the classroom, including librarians, counselors, and learning disability specialists, student surveys will be collected within five (5) days of

2952 student contact sessions (i.e., student appointments or reference
2953 desk visits) during a designated four-week period each semester.
2954 There is no minimum percentage of student survey responses
2955 required. However, if there are fewer than 8 respondents to the
2956 survey, such responses may only be used by the dean for the
2957 purpose of ensuring that the faculty member is meeting their
2958 professional obligations and/or adhering to Board Policy and
2959 Administrative Regulations requirements, after validation by the
2960 dean/academic administrator.

2961
2962 (f) Student surveys alone may never be used as the sole justification
2963 for an overall evaluation.
2964

2965 (5) Report Preparation

2966
2967 (a) The dean/academic administrator will complete a Faculty
2968 Performance Evaluation Report (Appendix B), including a
2969 recommendation of continued employment, based upon:

- 2970 i. the materials from the faculty portfolio;
- 2971
- 2972 ii. results of observations by the dean/academic administrator
2973 or designee and peer observer;
- 2974
- 2975 iii. results of student surveys from the evaluation period;
- 2976
- 2977 iv. items relevant to the instructional duties assigned to the
2978 faculty member, including adherence to Board Policy and
2979 college processes and deadlines;
- 2980
- 2981 v. a review of activities which are outside of the instructional
2982 duties, including those defined within Board Policy;
- 2983
- 2984 vi. information regarding participation in curriculum
2985 development and review, and in development and
2986 assessment of student learning outcomes. Any information
2987 included in the faculty member's evaluation regarding
2988 participation in curriculum or student learning outcome
2989 processes must be verified and documented.

2990
2991 (b) Faculty members shall not be held accountable for any aspect of
2992 the educational program over which they have no authority.

2993
2994 (c) Evaluations are to be based on the materials described in this
2995 article.
2996

2997 Hearsay statements, rumors or information from anonymous
2998 sources shall be excluded from written evaluations. The dean may
2999 include in the written evaluation information which has been
3000 documented through a completed investigation subsequent to a
3001 complaint, the findings of which have been delivered to the faculty
3002 member under evaluation prior to the inclusion of this information
3003 in the evaluation report.
3004

3005 c. Follow-up Procedures
3006

- 3007 (1) If a tenured faculty member receives an overall rating below “Meets
3008 Standards,” the dean will develop a Performance Improvement Plan
3009 including follow-up activities with dates of completion, and measurable
3010 outcomes to address those performance issues which need improvement.
3011 A performance improvement plan may be developed by the dean for a
3012 rating below “Meets Standards” in any individual category.
3013
3014 (2) The faculty member receiving an overall rating below “Meets Standards”
3015 will be evaluated again within twelve (12) months.
3016
3017 (3) In the subsequent evaluation, if the faculty member does not receive an
3018 overall rating of “Meets Standards” or better, the faculty member will not
3019 be eligible for any overload assignments until such time as future
3020 evaluation results in an overall “Meets Standards” or better.
3021

3022 17.3. Part-Time Faculty Evaluations
3023

3024 The part-time faculty evaluation process is designed to improve the teaching and learning
3025 process and delivery of student services, and to provide the part-time faculty member a
3026 basis for professional growth and development. Part-time faculty who are assigned
3027 teaching hours in addition to their roles as counselors, librarians, and learning disability
3028 specialists shall be evaluated in both their teaching and student service roles. In the case
3029 where two observations are necessary, if the department chair or other tenured faculty
3030 member is the evaluator as the designee of the dean/academic administrator, they will
3031 only be required to conduct one of the class/worksite/electronic visits and the
3032 dean/academic administrator will be required to conduct the other.
3033

3034 a. Evaluation Timelines
3035

- 3036 (1) Each part-time faculty member shall be evaluated during the ~~first~~
3037 semester/term of their first assignment at that college.
3038
3039 (2) Subsequent reviews will be every sixth, and no fewer than one in every
3040 three years. Out-of-sequence evaluations may also occur as needed if
3041 approved by the vice chancellor of Human Resources in consultation with
3042 the Association.

3043 (3) Part-time faculty only assigned during a summer or winter intersession
3044 will be evaluated in the term of their first assignment and then every 3
3045 years thereafter.

3046
3047 b. Part-time Faculty Evaluation Process
3048

3049 (1) Self-Evaluation
3050

3051 a) The faculty member will submit to the dean/academic administrator
3052 a portfolio including a report of appropriate class materials (such as
3053 sample syllabi and assignments); accomplishments (such as
3054 publications, exhibitions or performances); awards and
3055 achievements; and other pertinent information, including college
3056 activities and service, as determined by the part-time faculty
3057 member.
3058

3059 b) The college shall provide course success data disaggregated by
3060 race/ethnicity to the faculty member, and if any of the groups
3061 represented in this data shows consistently lower success rates, the
3062 faculty member will provide a brief self-assessment of how they will
3063 adjust the teaching and learning process for these groups. Included in
3064 this assessment will be any plan of action for course completion
3065 percentages that fell below 40%.
3066

3067 c) The self-evaluation shall also include a description of the faculty
3068 member's teaching, learning, and professional practices that
3069 specifically support diversity, equity, inclusion, and accessibility in
3070 the educational environment to improve equitable outcomes and
3071 course completion for all students, and, if applicable, a list of any
3072 DEIA-related professional development activities completed by the
3073 faculty member.
3074

3075 (2) Instructional Activity Observation
3076

3077 The appropriate dean/academic administrator or designee will make
3078 scheduled classroom/worksite/electronic visits as described below:
3079

3080 (a) The part-time faculty member and dean/academic administrator or
3081 designee will mutually agree on the course(s) or equivalent in
3082 which the scheduled observation(s) will take place, so that the
3083 faculty member may be observed under optimum conditions
3084 displaying their abilities.
3085

3086 (b) Each evaluation shall include at least one (1) observation, lasting at
3087 least fifty (50) minutes. For online classes, the faculty member will

3088 present the course to the evaluator during an observation lasting at
3089 least fifty (50) minutes.

3090
3091 (c) If the dean/academic administrator's designee is the department
3092 chair or other tenured faculty member, the part-time faculty
3093 member being evaluated may agree to the observation also serving
3094 as the peer observation.

3095
3096 (3) Peer Observation

3097
3098 (a) Only one peer observation is required for each faculty member
3099 being evaluated.

3100
3101 (b) The faculty member being evaluated will submit a list of up to
3102 three (3) names of tenured faculty members to serve as potential
3103 peer observers. The dean/academic administrator, in consultation
3104 with the department chair, will select one faculty member from the
3105 list of three (3) to conduct the peer observation. Should none of the
3106 faculty members on the list be available to serve, the
3107 dean/academic administrator will work with the faculty member
3108 being evaluated to select a different tenured faculty member from
3109 within the District.

3110
3111 (c) Once the dean/academic administrator sends a request, the faculty
3112 member being evaluated shall respond to the dean/academic
3113 administrator's request for the three peer observer names within 5
3114 calendar days or the dean/academic administrator shall make the
3115 Peer Observer selection in consultation with the department chair.

3116
3117 (d) By the third (3rd) week of the semester in which a part-time
3118 faculty member is being evaluated, they will select one of the
3119 options described below and inform the dean/academic
3120 administrator in writing.

3121
3122 i. Option 1: The peer observer will conduct an observation
3123 based on a classroom/worksite/electronic visitation.

3124
3125 1. The faculty member and the peer observer will
3126 mutually agree on the course or equivalent in which
3127 the scheduled observation will take place, so that the
3128 faculty member may be observed under optimum
3129 conditions for displaying their abilities.

3130

- 3131 2. The observation shall last at least fifty (50) minutes.
3132 For online classes, the faculty member will present the
3133 course to the peer evaluator during an observation
3134 lasting at least fifty (50) minutes.
3135
3136 3. The peer observer shall submit written comments to
3137 the dean/academic administrator, which will be
3138 provided to the faculty member being evaluated and
3139 attached to the evaluation as a peer review component.
3140
3141 ii. Option 2: The peer observer will review the student
3142 evaluations from the previous six (6) semesters, if available.
3143 This is a pilot program and is being added as an alternate
3144 option for the peer review process for years 1 and 2 of the
3145 contract. The parties agree to meet in May 2026 to evaluate
3146 issues/concerns related to Option 2 and reopen the article for
3147 revision and/or an extension of the program. If no student
3148 evaluations are available, the faculty member being evaluated
3149 must select Option 1.
3150
3151 1. The peer observer shall review the student evaluations,
3152 discuss the results of the evaluations with the faculty
3153 member being evaluated, and submit written
3154 comments to the dean/academic administrator, which
3155 will be provided to the faculty member being
3156 evaluated and attached to the evaluation as a peer
3157 review component.
3158
3159 2. Option 2, if selected, may only be used once every 6
3160 years. Therefore, if Option 2 is selected in any given
3161 academic year, the faculty member will be required to
3162 use Option 1 in the subsequent evaluation cycle.
3163

3164 Tenured faculty members shall be obligated to serve as a peer observer
3165 once per semester. Tenured faculty members serving as peer observers for
3166 more than one (1) peer observation per semester may use their college
3167 service hours to fulfill this requirement.
3168

3169 (4) Student Surveys

- 3170
3171 (a) The District and Association will mutually agree upon the method
3172 and system used for the collection of student surveys in order to
3173 ensure the highest possible participation rate. If changes to the
3174 collection system become necessary, the District and Association
3175 will meet and mutually agree on a new system. If both parties are

3176 unable reach mutual agreement, the Chancellor shall make the final
3177 determination.

3178
3179 (b) Student surveys will be conducted in all classes taught by the
3180 faculty member during the fall and spring semesters so that faculty
3181 can use them for self-improvement. Student surveys are to be
3182 initiated prior to December 1 for the fall semester and prior to May
3183 1 for the spring semester. Student surveys will be available to the
3184 faculty member after the due date for grades.

3185
3186 (c) The objective of student surveys is to determine the student
3187 response to areas such as the fulfillment of the stated and
3188 distributed course objectives, effective communication, and
3189 respect for students' rights and needs. When a faculty member is
3190 being evaluated, the student surveys for each of the semesters
3191 within the formal evaluation period will be available to the
3192 dean/academic administrator or designee and the information may
3193 be used in the faculty performance evaluation.

3194
3195 (d) There is no minimum percentage of student survey responses
3196 required. However, if student respondents for any one class fall
3197 below the required minimums (as outlined below), such responses
3198 may only be used by the dean/academic administrator for the
3199 purpose of ensuring that the faculty member is meeting their
3200 professional obligations and/or adhering to Board Policy
3201 requirements, after validation by the dean/academic administrator.

3202
3203 Required Minimums based on census enrollments:

- 3204
3205 1) Class sizes of 30 or less need at least 6 student respondents;
3206
3207 2) Class sizes of 31 to 74 need at least 8 student respondents;
3208
3209 3) Class sizes of 75+ would need at least 15 student respondents.

3210
3211 (e) For those faculty members who engage in instruction outside of
3212 the classroom, including librarians, counselors, and learning
3213 disability specialists, student surveys will be collected within five
3214 (5) days of student contact sessions (i.e., student appointments or
3215 reference desk visits) during a designated four-week period each
3216 semester. There is no minimum percentage of student survey
3217 responses required. However, if there are fewer than 8 respondents
3218 to the survey, such responses may only be used by the dean for the
3219 purpose of ensuring that the faculty member is meeting their
3220 professional obligations and/or adhering to Board Policy
3221 requirements, after validation by the dean/academic administrator.

- 3222 (f) Student surveys alone may never be used as the sole justification
3223 for an overall evaluation.
3224
- 3225 (5) Report Preparation
3226
- 3227 (a) The dean/academic administrator will complete a Faculty
3228 Performance Evaluation Report (Appendix B), including a
3229 recommendation of continued employment, based upon:
3230
- 3231 i. the materials from the faculty portfolio;
3232
 - 3233 ii. results of observations by the dean/academic administrator
3234 or designee and peer observer, if different from designee;
3235
 - 3236 iii. results of student surveys from the evaluation period;
3237
 - 3238 iv. items relevant to the instructional duties assigned to the
3239 part-time faculty member, including adherence to Board
3240 Policy and college processes and deadlines;
3241
 - 3242 v. a review of activities which are outside of the instructional
3243 duties, including those defined within Board Policy;
3244
 - 3245 vi. information regarding participation in assessment of
3246 student learning outcomes. Any information included in the
3247 part-time faculty member's evaluation regarding
3248 participation in student learning outcome processes must be
3249 verified and documented.
3250
- 3251 (b) Part-time faculty members shall not be held accountable for any
3252 aspect of the educational program over which they have no
3253 authority.
3254
- 3255 (c) Evaluations are to be based on the materials described in this
3256 article.
3257
- 3258 Hearsay statements, rumors or information from anonymous
3259 sources shall be excluded from written evaluations. The evaluator
3260 may include in the written evaluation information which has been
3261 documented through a completed investigation subsequent to a
3262 complaint, the findings of which investigation have been delivered
3263 to the faculty member under evaluation prior to the inclusion of
3264 this information in the evaluation report.
3265

3266
3267
3268
3269
3270
3271
3272
3273
3274
3275
3276
3277
3278
3279
3280
3281
3282
3283
3284
3285
3286
3287
3288
3289
3290
3291
3292
3293
3294
3295
3296
3297
3298
3299
3300
3301
3302
3303
3304
3305
3306
3307
3308
3309
3310
3311

- (d) Observation of a part-time faculty member may be completed by a full-time faculty member as the designee of the vice president or the dean, under the following circumstances:
 - i. The full-time faculty member is tenured,
 - ii. The full-time faculty member is in good standing with an evaluation of “Meets Standards” or better on their most recent evaluation,
 - iii. The full-time faculty member is approved by the appropriate dean,
 - iv. Department chairs will have the first right of refusal for all observations of part-time faculty members in their areas,
 - v. In the event that the faculty observer determines that an observation is likely to result in the observed part-time faculty member receiving an overall rating below “Meets Standards,” the evaluation process will revert to the dean, who will conduct a new observation in order to complete the evaluation. In order to initiate the transfer of the evaluation to the dean, the faculty observer shall complete the Transfer of Evaluation Form (Appendix C).

- c. For those part-time faculty members with priority rehire eligibility as described in Article 15, evaluation procedures in relation to continued priority rehire eligibility status will be as described in Article 15.

17.4 Violations of the Evaluation Process

Allegations that the District has not complied with the evaluation procedures shall be processed through the grievance procedure in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, a non-substantive error in the evaluation shall not be grievable. The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A “substantive error” is one which, if not made, would have changed the result.

**ARTICLE 18
PERSONNEL FILES**

3312
3313
3314
3315 18.1. General Provisions
3316

3317 There shall be only one official personnel file for each faculty member. This file shall be
3318 secured by Human Resources.
3319

3320 18.2. Access to Files and Release of Personnel Information
3321

3322 a. The faculty member shall have access to their file at reasonable intervals and at
3323 reasonable times, with reasonable advance notice subject to the following
3324 restrictions:
3325

3326 (1) The employee shall not have the right to inspect personnel records at a
3327 time when the employee is actually required to render services to the
3328 District.
3329

3330 (2) The employee shall not have the right to inspect materials the access to
3331 which is specifically excluded by federal or state regulation or statute.
3332

3333 b. Representatives of the Association shall have access at reasonable intervals and at
3334 reasonable times, with reasonable advance notice, to the file with the faculty
3335 member's written authorization.
3336

3337 c. Management's access to a faculty member's personnel file shall be restricted to
3338 authorized administrators, authorized personnel office staff, and the faculty
3339 member's immediate supervisor. The information and contents of a faculty
3340 member's personnel file may not be released to anyone else without the faculty
3341 member's express prior written consent, or in order to comply with a legal
3342 requirement such as a court order.
3343

3344 18.3. Placement of Material in Personnel Files
3345

3346 a. Any material placed in a faculty member's file must be signed and dated. A copy
3347 shall be given to the faculty member prior to the time of insertion in the personnel
3348 file.
3349

3350 b. Information of a derogatory nature shall not be entered into an employee's
3351 personnel records unless and until the employee is given notice and an
3352 opportunity to review and comment on that information. The employee shall have
3353 the right to enter into their personnel file, and have attached to any derogatory
3354 statement, their own comments. A faculty member who alleges that information
3355 in their personnel file is false or erroneous shall have the right to file a grievance
3356 for the purpose of having such information rectified or expunged. Nothing herein

3357
3358
3359
3360
3361
3362
3363
3364
3365
3366
3367
3368
3369
3370
3371
3372
3373
3374
3375
3376
3377
3378
3379
3380
3381
3382
3383
3384
3385
3386
3387
3388
3389
3390
3391
3392
3393
3394
3395
3396
3397
3398
3399
3400
3401
3402

shall limit the right of a faculty member to grieve disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.

- c. A faculty member shall have the right to place in the file such material, within reason, as they determine may be directly related to their position as a faculty member.



**ARTICLE 19
TRANSFERS**

3403
3404
3405
3406 19.1. General Provisions
3407

3408 A lateral transfer refers to any administrative or Board action which results in the
3409 movement of a faculty member from one immediate supervisor or site to another. A
3410 transfer may be initiated by the faculty member (“voluntary”) or by the District
3411 (“involuntary”).
3412

3413 19.2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to
3414 a new or vacated position to take effect at the beginning of the next academic semester.
3415

- 3416 a. The request for voluntary lateral transfer may be initiated at any time.
3417
3418 b. All requests for voluntary transfers shall be considered on the basis of (1)
3419 minimum qualifications as defined in Title 5, §53410, (2) reasonableness, and (3)
3420 seniority.
3421
3422 c. No faculty member shall be overtly or indirectly coerced by management to seek
3423 a voluntary lateral transfer.
3424
3425 d. If a voluntary transfer request is denied, the faculty member, upon request, shall
3426 be provided with the reasons for the denial.
3427

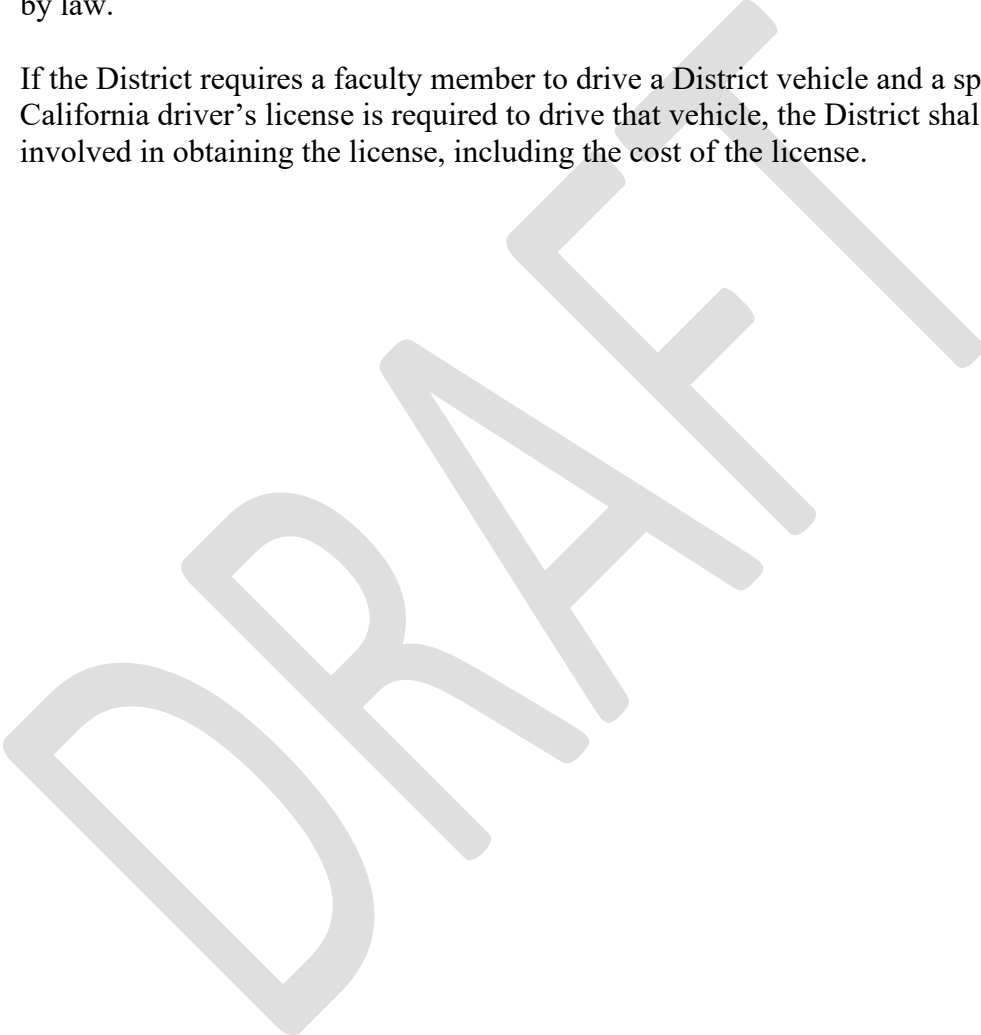
3428 19.3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature.
3429 They shall be based on the educational needs of the District.
3430

- 3431 a. A faculty member may be involuntarily laterally transferred provided (1)
3432 minimum qualifications as defined Title 5, §53410, (2) reasonableness, and (3)
3433 seniority have been appropriately considered. However, seniority shall not be a
3434 consideration in circumstances where an actual conflict of interest exists.
3435
3436 b. Faculty members to be involuntarily laterally transferred shall have the right to
3437 indicate preferences from a list of vacancies, and the District shall honor such
3438 requests on the basis of (1) required minimum qualifications, (2) reasonableness,
3439 and (3) seniority (except in circumstances where an actual conflict of interest
3440 exists).
3441
3442 c. A faculty member to be involuntarily laterally transferred shall be given the
3443 reasons for the transfer.
3444
3445 d. An involuntary lateral transfer shall result in compensation at the appropriate
3446 compensatory step and column.
3447
3448

ARTICLE 20
TRAVEL

3449
3450
3451
3452
3453
3454
3455
3456
3457
3458
3459
3460
3461
3462
3463
3464
3465
3466
3467
3468
3469
3470
3471
3472
3473
3474
3475
3476
3477
3478
3479
3480
3481
3482
3483
3484
3485
3486
3487
3488
3489
3490
3491
3492
3493
3494

- 20.1. Faculty members shall be reimbursed for actual and necessary expenses incurred while on District-approved travel as permitted in Board Policy.
- 20.2. Current IRS rates will be used for private automobile mileage reimbursement.
- 20.3. Faculty members shall be covered under Worker’s Compensation Insurance as provided by law.
- 20.4. If the District requires a faculty member to drive a District vehicle and a special California driver’s license is required to drive that vehicle, the District shall pay the costs involved in obtaining the license, including the cost of the license.



**ARTICLE 21
HEALTH AND SAFETY**

3495
3496
3497
3498
3499
3500
3501
3502
3503
3504
3505
3506
3507
3508
3509
3510
3511
3512
3513
3514
3515
3516
3517
3518
3519
3520
3521
3522
3523
3524
3525
3526
3527
3528
3529
3530
3531
3532
3533
3534
3535
3536
3537
3538
3539

- 21.1. Faculty member health and safety is a primary concern of the District and the Association. The District and Association are committed to maintaining a safe, hygienic, and sanitary working environment in compliance with law and regulations, both on campus and in District-supported digital instructional spaces that are reasonably within the District’s supervision and control. The District shall not be responsible for ensuring the health or safety of a faculty member who fails to comply with recommendations or directions for maintaining safe online environments that are provided in writing by the District/college or who fails to comply with recommendations made in response to a specific incident or threat to health or safety that are provided in writing by the District/college.
- 21.2. The District shall comply with all applicable federal, state, and local laws and regulations affecting faculty member health and safety in providing and maintaining safe working conditions and equipment.
- 21.3. The District shall take reasonable and prompt corrective action to eradicate all known cases of toxins, carcinogens, and hazards as mandated by law. To the extent that certain toxic or hazardous materials are necessary to the operation of the colleges and to conduct certain instructional programs, the District is responsible for ensuring that all necessary hazardous or toxic materials will be stored with all necessary precautions to control access and minimize risk to District personnel in accordance with applicable federal, state, and/or local requirements.
- 21.4. No faculty member shall be required to work in unsafe conditions or perform tasks that endanger their health, safety, or well-being as determined under applicable federal, state, or local requirements, unless reasonably necessary in the performance of their contractual duties. If a faculty member’s contractual duties require tasks that potentially endanger a faculty member’s health, safety, or well-being, it is the District’s responsibility to provide every reasonable precaution to mitigate the risk in accordance with applicable federal, state, and local requirements.
- 21.5. The District will comply with all applicable federal, state, and local requirements, and take reasonable steps to maintain appropriate levels of lighting, ventilation, air filtration, temperature, safety, and security at the workplace.
- 21.6. A faculty member who notices any unsafe or unhealthy condition(s) shall report it immediately to their dean and/or campus police (whichever is most appropriate). In an emergency circumstance that endangers the immediate safety of the faculty member or others, faculty have the authority to take reasonable emergency action(s) to secure their immediate safety and the immediate safety of others. Should such action be taken, the faculty member must report the condition(s), and any mitigating acts taken, to their dean and/or campus police as soon as possible. The District shall not retaliate against a faculty

- 3540 member for reporting unsafe or unhealthy conditions and/or taking reasonable emergency
3541 actions.
3542
- 3543 21.7. Each faculty member shall adhere to the District’s safety rules and policies for the well-
3544 being of the students and faculty members of the District, and shall attend all scheduled
3545 District safety training sessions which are related to their assignments, or as determined
3546 to be mandatory by agreement between the District and the Association, or required by
3547 law or regulation.
3548
- 3549 21.8. The District shall take all necessary and immediate action to contain or mitigate all
3550 reported work-related incidents of violence or threats of bodily harm towards faculty
3551 members.
3552
- 3553 a. If the incident or threat is witnessed or received directly by the affected faculty
3554 member, the faculty member shall immediately report it to their dean and/or campus
3555 police.
3556
- 3557 b. If the incident or threat is witnessed or received by another college or district
3558 employee and is reported to the District, the District will immediately notify
3559 impacted faculty member(s) of the received threats and of actions being taken to
3560 assure their safety.
3561
- 3562 c. The District shall conduct an investigation of all legitimate work-related threats and
3563 alleged work-related incidents of violence towards a faculty member and contain or
3564 mitigate as necessary. During the period of investigation and mitigation, if the
3565 faculty member feels endangered, they may request that the District make a
3566 reasonable effort to ensure a safe work environment by doing such things as
3567 changing the class location, providing on-site security, reassigning or removing the
3568 student, or other remedies.
3569
- 3570 21.9. If the SOCCCD chancellor or college president, or their designee, orders an immediate
3571 evacuation of three (3) days or fewer of the campus or any part of the campus in response
3572 to an emergency, faculty members shall not suffer a loss of pay or deductions from
3573 accumulated sick leave during the period of such evacuation, and shall remain available
3574 for immediate return to work after the situation is resolved and a clearance is issued.
3575
- 3576 21.10. In extended emergency situations, the District, in consultation with the Association, will
3577 establish safety protocols related to the return to work.
3578
- 3579 21.11. The District will establish a permanent District-wide Health and Safety Committee with
3580 proportional representation from district administration, college administration, and all
3581 bargaining groups. The Committee shall meet as needed or within thirty (30) days from
3582 the date a request is made by either the Faculty Association or the District.
3583
3584
3585

3586 **ARTICLE 22**

3587 **LAY-OFF PROCEDURES AND FACULTY SERVICE AREAS**

3588
3589 22.1. General Provisions

3590
3591 Should the District institute a layoff of full-time faculty, the statutory guarantees
3592 contained in the California Educ. Code as applicable to Community College Districts are
3593 incorporated into this Agreement and shall apply.

3594
3595 22.2. Faculty Service Areas

3596
3597 a. California Ed Code § 87743.1 defines Faculty Service Areas (FSAs) as “a service or
3598 instructional subject area or group of related services or instructional service areas
3599 performed by faculty and established by a community college district...”. For
3600 purposes of this agreement, shall be the “Disciplines and Areas” established by the
3601 California Community College Chancellor’s Office and any disciplines established
3602 locally at the District.

3603
3604 b. Each full-time faculty member shall qualify in one or more FSA at the time of initial
3605 employment.

3606
3607 c. Initial placement in an FSA or FSAs shall be based on one or more of the following:

- 3608
3609 (1) possession of the appropriate degree and/or experience for the specific
3610 discipline-represented in that FSA, as provided for in the minimum
3611 qualifications list established by the California Community Colleges
3612 Chancellor’s Office; or
3613 (2) possession of a valid California Community College Credential in the
3614 occupational discipline; or
3615 (3) possession of a valid California Community College Credential and a
3616 bachelor’s degree in the academic discipline; or
3617 (4) possession of a Lifetime California Credential for the discipline of the
3618 FSA; or
3619 (5) granting of equivalency in the discipline as determined through the hiring
3620 process.

3621
3622 d. Upon hire, the District shall provide each new probationary full-time faculty member
3623 with a list of District FSA’s and the minimum qualifications for each. The faculty
3624 member may be added to each FSA for which they qualify, as specified in 22.2.c.

- 3625
3626 (1) Where the new hire clearly possesses the specified minimum
3627 qualifications as determined by the Minimum Qualifications for Faculty
3628 and Administrators in California Community Colleges Chancellor’s
3629 Office, Human Resources shall certify the applicant as meeting the
3630 requirements for the FSA. In all other cases, the application shall go

3631
3632
3633
3634
3635
3636
3637
3638
3639
3640
3641
3642
3643
3644
3645
3646
3647
3648
3649
3650
3651
3652
3653
3654
3655
3656
3657
3658
3659
3660
3661
3662
3663
3664
3665
3666
3667
3668
3669
3670
3671
3672
3673
3674
3675
3676

through the District equivalency process for determination.

(2) If the new hire believes that they qualify for an FSA through equivalency, a petition for equivalency in that FSA must be submitted and approved through the District equivalency process. All petitions for equivalency should be submitted on or before February 1st in order to ensure that equivalency can be considered in any reduction in force proceedings during that academic year.

e. In subsequent years, all full-time faculty members shall be permitted to add any additional FSA's for which they qualify. All applications shall be received on or before February 15th in order to be considered in any reduction in force proceedings during that academic year. [Per Ed. Code 87743.3]

(1) Where the full-time faculty member clearly possesses the specified minimum qualifications as determined by the California Community Colleges Chancellor's Office, Human Resources shall certify the applicant as meeting the requirements for the FSA. In all other cases, the application shall go through the District equivalency process for determination.

(2) If a full-time faculty members believes that they qualify for an FSA through equivalency, a petition for equivalency in that FSA must be submitted and approved through the District equivalency process. All petitions for equivalency should be submitted on or before February 1st in order to ensure that equivalency can be considered in any reduction in force proceedings during that academic year.

f. During the term of the contract in which this revised article is enacted, a process will be established to allow current full-time faculty members to add all FSAs for which they qualify, as specified in 22.2.c.

g. The District Human Resources Office shall maintain a list of the FSA's and the faculty members assigned to each. A list of FSA's for each faculty member shall be maintained as a part of the faculty member's personnel file and each faculty member shall have access to their FSA list annually.

22.3 Layoff Procedures

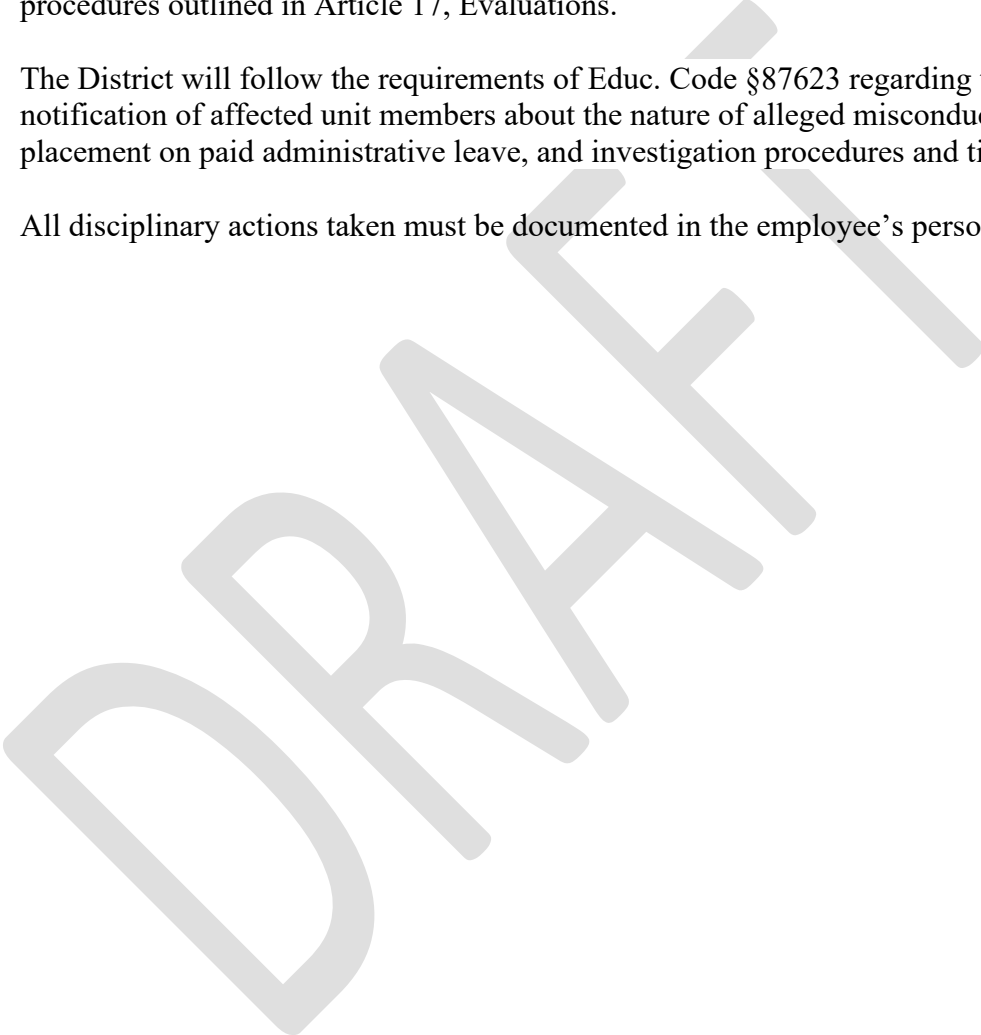
- a. Prior to issuing any layoff notice, the District shall notify the Association of the intent to layoff any full-time faculty member.
- b. Within ten (10) days of the issuance of layoff notices to impacted unit members, the District shall meet with the Association to negotiate the impact of the District's potential determination to lay off unit members regarding any matters not covered by this Article, and shall provide the Association with the following:
 - 1. A list of all full-time faculty issued layoff notices;

- 3677
3678
3679
3680
3681
3682
3683
3684
3685
3686
3687
3688
3689
3690
3691
3692
3693
3694
3695
3696
3697
3698
3699
3700
3701
3702
3703
3704
3705
3706
3707
3708
3709
3710
3711
3712
3713
3714
3715
3716
3717
3718
3719
3720
3721
3722
2. The FSA's for which each full-time faculty member is qualified, as determined by 22.2;
 3. A list of all temporary, part-time, or other employees performing bargaining unit work, indicating the number of hours per week worked by each employee;
 4. A class size report comparing current, pre-layoff status with the projected class size impact resulting from contemplated layoffs; and
 5. A list of assignment/reassignment and transfer changes contemplated as a result of anticipated layoffs.
- c. The services of no tenured employee may be terminated under this section while any temporary employee, probationary employee, or other employee with less seniority is retained to render a service in an FSA for which the records of the District reflect that the tenured employee possesses the minimum qualifications as prescribed by the California Community Colleges Chancellor's Office.
- d. The Board of Trustees shall make assignments and reassignments in such a manner that faculty shall be retained to render any service which their seniority and qualifications entitle them to render.
- e. If it becomes necessary for a reduction in force (layoff), full-time faculty members assigned to an FSA subject to such layoff, shall be laid off in reverse order of seniority within the District (Educ. Code § 87743). Probationary full-time faculty subject to any such lay-offs shall have a 24-month right of reemployment in any position in which they meet minimum qualifications as set forth in the Education Code Section 87745. Tenured full-time faculty members will have a 39-month right of reemployment in any position in which they meet minimum qualifications as set forth in Education Code Section § 87744.
- f. Members of the bargaining unit who are laid off shall receive:
- (1) Any negotiated items agreed to between the Faculty Association and District upon formal notification of the layoff(s); plus:
 - (2) Up to five (5) days of paid leave to be used in seeking other employment; and
 - (3) Continued enrollment in any health plans and welfare benefits offered by the District. The District shall pay the full cost of such plans for the laid off unit member and their dependents for a period of ninety (90) days following the date health and welfare benefits would otherwise expire. Thereafter, the laid-off unit member may continue to pay the necessary premiums on a monthly basis as provided by COBRA.

ARTICLE 23
DISCIPLINE PROCEDURES

3723
3724
3725
3726
3727
3728
3729
3730
3731
3732
3733
3734
3735
3736
3737
3738
3739
3740
3741
3742
3743
3744
3745
3746
3747
3748
3749
3750
3751
3752
3753
3754
3755
3756
3757
3758
3759
3760
3761
3762
3763
3764
3765
3766
3767
3768

- 23.1. The statutory guarantees contained in the California Educ. Code applicable to the disciplining of District faculty members are incorporated into this Agreement and shall apply to tenured and probationary faculty.
- 23.2. No full-time faculty member shall be dismissed or penalized unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article 17, Evaluations.
- 23.3. The District will follow the requirements of Educ. Code §87623 regarding the notification of affected unit members about the nature of alleged misconduct, their placement on paid administrative leave, and investigation procedures and timelines.
- 23.4. All disciplinary actions taken must be documented in the employee’s personnel file.



3769
3770
3771
3772
3773
3774
3775
3776
3777
3778
3779
3780
3781
3782
3783
3784
3785
3786
3787
3788
3789
3790
3791
3792
3793
3794
3795
3796
3797
3798
3799
3800
3801
3802
3803
3804
3805
3806
3807
3808
3809
3810
3811
3812
3813
3814

**ARTICLE 24
FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND
DISCRIMINATION**

24.1. The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines regarding sexual harassment and unlawful discrimination.

DRAFT

ARTICLE 25
GRIEVANCE PROCEDURES

3815
3816
3817
3818 25.1. General Provisions
3819

3820 A grievance is a formal written allegation by a grievant who alleges a violation,
3821 misapplication or misinterpretation of a specific article, section, or provision of this
3822 Agreement.
3823

- 3824 a. The purpose of this procedure is to secure, at the lowest possible level, an
3825 equitable resolution of a grievance. Both parties agree that these proceedings will
3826 be kept as informal and confidential as appropriate at any level of the procedure.
3827
- 3828 b. Actions to challenge or change the policies of the District as set forth in law,
3829 policies, rules and regulations and procedures not contained within this
3830 Agreement, and/or actions for which another process is provided by law (e. g.,
3831 discrimination) must be undertaken under separate processes.
3832
- 3833 c. If a decision regarding the granting of tenure is disputed, the grievance procedure
3834 will be used.
3835
- 3836 d. Nothing contained herein will be construed as limiting the right of any faculty
3837 member having a grievance to discuss the matter informally with the appropriate
3838 member of the administration, and to have the grievance adjusted without
3839 intervention by the Association, provided that the adjustment is consistent with
3840 the terms of this Agreement and that the Association has been given an
3841 opportunity to review the grievance, the proposed resolution, and state its view.
3842
- 3843 e. Prior to filing a grievance at Level I below, grievants are required to discuss the
3844 potential grievance with their dean or appropriate supervisor, either directly or
3845 through the Association's grievance representative or designee, with intent to
3846 resolve the grievance informally.
3847
- 3848 If the grievant is not satisfied with the disposition of the potential alleged
3849 grievance at the informal level, the grievant may file a formal grievance in
3850 accordance with the provisions of Section 25.4.a. of this article.
3851
- 3852 f. The grievant may be represented by an Association representative at all levels of
3853 the grievance procedure under Section 25.4. below. Should the Association waive
3854 its rights to be present and/or state its view at any one stage of the procedure, the
3855 Association shall retain the right to do so at any or all subsequent stages of the
3856 grievance procedure.
3857
- 3858 g. If a grievance arises from action or inaction by the District administration, the
3859 aggrieved person shall submit such grievance directly to the Association and the

3860 Chancellor or designee, and if necessary this grievance shall continue as specified
3861 in Level III (see Section 25.4.c. below).
3862

3863 h. If the grievance arises from action or inaction by the Chancellor, the grievance
3864 shall be submitted directly to the Association and to the Chancellor or designee.
3865 In the event that the grievance is not resolved between the grievant and/or the
3866 Association and the Chancellor or designee, the grievance will be submitted to the
3867 Board of Trustees through the Board President. If necessary, this grievance shall
3868 continue as specified in Level IV (Section 25.4.d. below).
3869

3870 i. No reprisals of any kind will be taken by the Board, the Chancellor, any member
3871 or representative of the administration of the District, or by the Association, its
3872 officers or its members against any aggrieved person, any party in interest, any
3873 member of the Association, or any other participant in the grievance procedure by
3874 reason for such participation.
3875

3876 25.2. Scheduling of grievance meetings
3877

3878 a. Every effort will be made to schedule meetings for the processing of grievances at
3879 times that will not interfere with the regular assigned duties of the participants.
3880

3881 b. In accordance with Article 6 (Association Rights), the Association representative
3882 will, upon reasonable notice to the appropriate dean, be released from duties
3883 without loss of pay to attend meetings.
3884

3885 c. If the grievance meeting must be held at a time which conflicts with the grievant's
3886 assigned duties, upon reasonable notice to the appropriate dean, the grievant will
3887 be released to attend the meeting. Any District employee who is requested by any
3888 party of interest to appear in such meetings or hearings as a witness shall, upon
3889 reasonable notice to appropriate dean or supervisor, be released from assigned
3890 duties to attend the meeting.
3891

3892 25.3. Time Limits
3893

3894 a. All grievances should be processed in an expeditious and timely manner.
3895

3896 b. Should the grievant fail to comply with the established time limits at any step,
3897 they shall forfeit all rights to process the existing grievance.
3898

3899 c. Should the District or its designated representatives fail to respond to a grievance
3900 within established time limits at any step, the grievant is entitled to proceed to the
3901 next step.
3902

3903 d. Any time limits set forth herein shall begin the day following the receipt of a
3904 written decision.
3905

- 3906 e. Time or procedural steps may be waived at any step by mutual written agreement.
- 3907
- 3908 f. The parties agree that the grievance timelines shall be tolled (paused) during
- 3909 summer between the end of the Spring semester and the beginning of the Fall
- 3910 semester, and during winter break between the end of the Fall semester and the
- 3911 beginning of the Spring semester. In the event a grievance is filed at such a time
- 3912 that it cannot be processed through all the steps in this grievance procedure by the
- 3913 end of the Spring semester and, if left unresolved until the beginning of the
- 3914 following Fall semester, could result in harm to the grievant, the time limits set
- 3915 forth herein may be adjusted by mutual agreement so that the procedure may be
- 3916 completed prior to the end of the academic year, or as soon thereafter as may be
- 3917 agreeable to the grievant and the District.
- 3918

3919 25.4. Grievance Procedure

3920

3921 a. Level I – Immediate Supervisor

- 3922
- 3923 (1) The grievant shall present their grievance in writing to the appropriate
- 3924 Association grievance chair and the immediate supervisor on the District
- 3925 Grievance Form (Appendix D) within 180 calendar days after the grievant
- 3926 could have known or reasonably known of the alleged violation of the
- 3927 contract. The grievance shall contain a clear and concise statement of the
- 3928 grievance, the circumstances involved, including any supporting evidence,
- 3929 the specific sections of this Agreement alleged to have been violated, the
- 3930 affected employee(s) and the specific remedy sought.
- 3931
- 3932 (2) Within ten (10) days of receiving the grievance the immediate supervisor
- 3933 may request a formal conference to discuss the grievance. The immediate
- 3934 supervisor shall render a decision to the grievant in writing within ten (10)
- 3935 days of receiving the grievance, or of the date that the grievance
- 3936 conference was held, whichever is later.
- 3937

3938 b. Level II – President or Designee

- 3939
- 3940 (1) In the event the grievant is not satisfied with the decision, if provided, at
- 3941 Level I, the decision may be appealed on the grievance form to the
- 3942 president, within ten (10) days of receiving the Level I decision, or when it
- 3943 should have been received.
- 3944
- 3945 (2) In order to be processed or considered, the appeal shall include copies of
- 3946 the original grievance and decision, if rendered, and the reason for the
- 3947 appeal.
- 3948
- 3949 (3) The president, or designee, shall hold a conference with the grievant upon
- 3950 request of either party. The president, or designee, shall communicate the
- 3951 decision about the grievance to the grievant in writing on the grievance

3952 form within ten (10) days of receiving the appeal and forward a copy of
3953 the response to Faculty Association.

- 3954
3955 (4) The president’s designee shall not be any person who has previously ruled
3956 on the grievance at any of the previous levels.
3957

3958 c. Level III – Chancellor or Designee
3959

- 3960 (1) If the grievant is not satisfied with the decision at Level II, the grievant
3961 may appeal the decision to the Chancellor, or designee, on the grievance
3962 form within ten (10) days of receipt of the decision at Level II, or of when
3963 the decision should have been received.
3964

- 3965 (2) The appeal shall include a copy of the original grievance and appeals with
3966 decision rendered, and reasons for the appeal.
3967

- 3968 (3) The Chancellor, or designee, shall hold a conference with the grievant
3969 upon request of either party. The Chancellor, or designee, shall
3970 communicate the decision to the grievant in writing on the grievance form
3971 within fifteen (15) days of receiving the appeal and forward a copy of the
3972 response to Faculty Association.
3973

- 3974 (4) The Chancellor’s designee shall not be any person who has previously
3975 ruled on the grievance at any previous level.
3976

3977 d. Level IV – Mediation
3978

- 3979 (1) If the grievant is not satisfied with the decision at Level III, the grievant,
3980 with the consent of the Association, may request that the grievance be
3981 submitted to mediation for review. The request should be made to the Vice
3982 Chancellor of Human Resources within ten (10) days of receipt of the
3983 Chancellor’s, or designee’s, decision or the date the decision should have
3984 been received.
3985

- 3986 (2) Should the District and Faculty Association not mutually agree on a
3987 mediator:
3988

- 3989 (a) Within five (5) working days of receipt of a written request to
3990 proceed to mediation, the District will request a list of seven (7)
3991 mediators from the from the California State Mediation and
3992 Conciliation Service.
3993

- 3994 (b) Within ten (10) days after receipt of the list, a representative of the
3995 District and a representative of Association shall alternately strike
3996 names from the list until only one name remains. The first strike
3997 shall be determined by coin flip.

- 3998 (3) The function of the mediator shall be to assist the parties to achieve a
3999 mutually satisfactory resolution of the grievance by means of the
4000 mediation process.
4001
- 4002 (4) If a mutual resolution of the grievance is reached during mediation, a
4003 written statement of the resolution will be prepared and signed by the
4004 parties.
4005
- 4006 e. Level V – Arbitration
4007
- 4008 (1) If the grievant and Faculty Association are not satisfied with the
4009 disposition of the grievance at Level IV and wish to proceed to arbitration,
4010 a request shall be made to the Vice Chancellor of Human Resources
4011 within ten (10) days from the date the District, the Association, or the
4012 mediator indicate in writing that mediation has concluded. Should the
4013 Faculty Association and the District be unable to mutually agree on the
4014 selection of an arbitrator:
4015
- 4016 (a) Within five (5) days the Human Resources Office shall request a
4017 list of seven (7) arbitrators from the California State Mediation and
4018 Conciliation Service.
4019
- 4020 (b) Within ten (10) days after receipt of the list, a representative of the
4021 District and a representative of Faculty Association shall
4022 alternately strike names from the list until only one name remains.
4023 The first strike shall be determined by coin flip.
4024
- 4025 (2) Upon selection of the arbitrator, the Human Resources Office shall contact
4026 the selected arbitrator to schedule a hearing at the earliest convenience of
4027 the arbitrator and the parties.
4028
- 4029 (3) Arbitrator expenses, including any per diem fees, actual and necessary
4030 travel and subsistence expense, and other fees and expenses shall be paid
4031 equally by the District and the Faculty Association.
4032
- 4033 (4) If either party so requests, the arbitrator shall specifically rule upon the
4034 appropriateness of arbitration of contested issues prior to the hearing on
4035 the merits of the grievance. If the parties cannot agree upon a statement of
4036 the issues to be arbitrated, the arbitrator shall determine the issues by
4037 referring to the written grievance and the answers thereto at each step.
4038
- 4039 (5) The arbitrator may render a decision only regarding the interpretation of
4040 the provision or provisions of this Agreement at issue between the parties.
4041 The arbitrator shall have no authority to add to, subtract from, alter,
4042 amend, or modify any provisions of this Agreement. The arbitrator shall

4043
4044
4045
4046
4047
4048
4049
4050
4051
4052
4053
4054
4055
4056
4057
4058
4059
4060
4061
4062
4063
4064
4065
4066
4067
4068
4069
4070
4071
4072
4073
4074
4075
4076
4077
4078
4079
4080
4081
4082
4083
4084
4085
4086
4087
4088

be without power or authority to make any decision that requires the District or the administration to perform an illegal act.

- (6) After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, their findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.

- (7) Arbitrator’s Recommendation
 - (a) The Board shall adopt the arbitrator’s recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days have elapsed from receipt prior to the Board meeting, and providing neither party moves to correct or vacate the award pursuant to the California Code of Civil Procedures.

 - (b) The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator’s decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

4089 **ARTICLE 26**

4090 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

4091
4092 26.1. Bonded Sabbatical

4093
4094 At the discretion of the Board of Trustees, upon the recommendation of the District
4095 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
4096 (Educ. Code §§87767 and 87768).

4097
4098 a. Purpose

4099
4100 A sabbatical is to allow for the professional enhancement of the faculty member.
4101 Such professional enhancement shall be to the benefit of the faculty member, their
4102 college, students, and/or to the District. The value of what the faculty member
4103 may contribute following their return includes, but is not limited to, the areas of
4104 pedagogy, curriculum development, and the culture of the college and the
4105 community it serves.

4106
4107 b. Length of Sabbatical

4108
4109 A sabbatical leave may take one of two possible forms:

- 4110
4111 (1) One semester at full pay and employee benefits, or
4112
4113 (2) One academic year at two-thirds pay and full employee benefits.

4114
4115 c. Eligibility

- 4116
4117 (1) Any tenured full-time faculty member who has served the District for at
4118 least six (6) consecutive years without a break in service (Educ. Code
4119 §87768) is eligible for a sabbatical. No more than one such sabbatical may
4120 be granted to a faculty member in each seven-year period. Tenured
4121 faculty members who become administrators within the District will retain
4122 the sabbatical eligible years they accrued while serving as faculty and can
4123 utilize those years if they return to being a fulltime faculty member.
4124
4125 (2) An eligibility list will be prepared by the Human Resources Office no later
4126 than July 1st of the preceding year and sent to all full-time faculty
4127 members.

4128
4129 d. Acceptable Sabbatical Projects

4130
4131 A sabbatical may be granted for any of the following purposes:
4132

- 4133 (1) Professional study related to assigned discipline(s) or for the purpose of
4134 retraining when there is a scheduled phase-out in a discipline and/or
4135 program.
4136
- 4137 (2) Completion of courses for an advanced degree related to assigned
4138 discipline(s) or in advanced studies related to higher education.
4139
- 4140 (3) Special project, research or assignment that relates to the goals and
4141 mission of the college and District.
4142
- 4143 (4) Travel related to assigned discipline, course and/or program of faculty
4144 member.
4145
- 4146 e. Sabbatical Committee
4147
- 4148 (1) Each division/school will be entitled to one (1) faculty representative for
4149 every thirty-two (32) full-time faculty members or portion thereof. Each
4150 college president will appoint one college administrator to be a member of
4151 the committee. The chancellor will select a vice chancellor to serve as co-
4152 chair of the committee.
4153
- 4154 (2) The committee members will elect a faculty co-chair from among its
4155 membership.
4156
- 4157 (3) Members of the Sabbatical Committee may not submit a sabbatical
4158 proposal nor serve in the year following the completion of a sabbatical.
4159
- 4160 (4) Each sabbatical Committee member will have one (1) vote.
4161
- 4162 (5) The Sabbatical Committee shall have as its sole responsibility the handling
4163 of matters pertaining to bonded sabbaticals.
4164
- 4165 (6) The Sabbatical Committee shall meet during September each year to
4166 establish procedures and policies within the scope of this Master
4167 Agreement.
4168
- 4169 (7) The Sabbatical Committee shall also establish all timelines for the
4170 application and approval process provided that all recommendations for
4171 sabbaticals shall be forwarded to the Chancellor no later than December
4172 20th.
4173
- 4174 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
4175
- 4176 (1) The number of sabbatical semesters available for consideration by the
4177 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
4178 semester/year obligation as reported by the Chancellor's Office, California

4179 Community Colleges to the District in the fall of that academic year (Title
4180 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section
4181 26.1.g.(5) will not be reflected in the 4.63% allocation for the next
4182 academic year.

4183
4184 (2) The determination of the number of semesters available for sabbaticals for
4185 any given academic year shall be made by rounding up after the
4186 multiplication process takes place.

4187
4188 Example:
4189 $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$

4190
4191 (3) The Sabbatical Committee will assign priority to proposed sabbatical
4192 projects as follows:

4193
4194 (a) A first-time applicant will be given priority over applicants who
4195 have had a previous sabbatical.

4196
4197 (b) Thereafter, applicants will be determined by seniority of service
4198 and by the quality of the proposal as ranked by the Sabbatical
4199 Committee.

4200
4201 (c) In the event of a tie when all previous criteria have been met, the
4202 tie shall be broken by a majority vote of the Sabbatical Committee.

4203
4204 g. Application Process

4205
4206 (1) Faculty members shall be notified by the Sabbatical Committee of their
4207 eligibility to apply for a sabbatical and provided with instructions for
4208 completing the application form and the final report. In addition, faculty
4209 members will be informed of all necessary deadlines and procedures.

4210
4211 (2) The faculty member shall discuss the proposed sabbatical project with
4212 division/school peers, department chair, division/school dean, appropriate
4213 vice president, and solicit input/feedback.

4214
4215 (3) The faculty member shall submit to the college president a copy of their
4216 sabbatical proposal (or a rough draft thereof) for input and feedback. The
4217 president may provide comments and indicate one of the following:

4218
4219 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
4220 be forwarded to the committee.

4221
4222 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
4223 faculty member with recommendations to warrant the president's
4224 support.

- 4225
4226
4227
4228
4229
4230
4231
4232
4233
4234
4235
4236
4237
4238
4239
4240
4241
4242
4243
4244
4245
4246
4247
4248
4249
4250
4251
4252
4253
4254
4255
4256
4257
4258
4259
4260
4261
4262
4263
4264
4265
4266
4267
4268
4269
- i. In the event where the college president does not support a sabbatical proposal, the faculty member may:
 - a) reconsider the president’s input and resubmit the sabbatical proposal to the President, or
 - b) rescind the sabbatical proposal, or
 - c) forward the sabbatical proposal to the Sabbatical Committee with the president’s comments and non-support.
 - d) The non-support of the college president shall be considered by the Sabbatical Committee.
 - (4) The faculty member shall submit their sabbatical proposal with all required forms and documents to the Sabbatical Committee prior to the deadline date.
 - (5) Under exceptional circumstances, the Sabbatical Committee co-chairs may choose to consider late applications. The Committee co-chairs must agree on whether the criteria for exceptional circumstances is sufficient and whether or not it will consider a late application.
 - h. Approval Process
 - (1) Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward their approved sabbatical list to the college president(s) no later than December 10th.
 - (2) The names of committee-approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20th.
 - (3) The Board of Trustees may grant a sabbatical (Educ. Code §§87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
 - (4) Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of their sabbatical request.
 - (5) In the event there are multiple sabbatical requests in the same department for the same period, the dean may defer a board-approved sabbatical so as

4270 not to interfere with the regular operation of a department, subject to the
4271 following conditions:

- 4272
- 4273 (a) A deferred sabbatical must be granted within one (1) year of the
4274 date on which the deferred sabbatical was due to commence.
4275
- 4276 (b) Faculty members will retain their cycle of sabbatical eligibility
4277 based on the approval date of the application.
4278
- 4279 (c) When a sabbatical deferral is necessary, faculty members approved
4280 for their first sabbatical will receive priority.
4281
- 4282 (d) When a sabbatical deferral is necessary, and all affected faculty
4283 members have previously received a sabbatical, in the absence of a
4284 mutual agreement to the contrary among the affected faculty
4285 members, priority will be given to the most senior faculty member
4286 as determined by the District-assigned faculty seniority number.
4287

4288 i. Length and Conditions for a Sabbatical
4289

- 4290 (1) The recipient of a one semester sabbatical will be compensated at their
4291 regular salary and employee benefits; a two-semester sabbatical at two-
4292 thirds regular salary and full District-provided benefits. Year-long
4293 sabbaticals shall reduce the District contribution to STRS. Faculty
4294 members wishing to maintain full service credit with STRS must contact
4295 STRS.
4296
- 4297 (2) Salary while on sabbatical shall be paid on a monthly basis during the
4298 academic year.
4299
- 4300 (3) Faculty members cannot assume any other full-time employment while on
4301 sabbatical, unless it is an integral part of their approved sabbatical. If this
4302 provision is violated, all compensation and the cost of employee benefits
4303 must be returned to the District.
4304
- 4305 (4) Faculty members on sabbatical are eligible to apply for and receive
4306 District and/or college professional development funding to attend
4307 academic/professional conferences.
4308
- 4309 (5) Faculty members granted sabbatical shall not be authorized to perform
4310 additional professional services such as overload, overtime, part-time
4311 assignment, stipend, and grants for District pay. Except as provided by
4312 26.i.4., the District will not furnish equipment or materials, pay travel
4313 costs, or provide remuneration other than the sabbatical compensation
4314 during the period of the sabbatical. The Board may, upon application,
4315 grant exception to this provision.

4316 (6) A sabbatical shall be counted as experience for advancement on the salary
4317 schedule.

4318
4319 (7) Academic credits earned while on sabbatical or professional development
4320 activity may be used toward salary increments the following academic
4321 year, in accordance with the existing board policies.
4322

4323 j. Guarantees
4324

4325 (1) The faculty member must agree to return to the District for a period of
4326 service equal to twice the period of the sabbatical (Educ. Code, §87770).

4327
4328 (2) The faculty member shall be returned to the same or comparable position
4329 held at the time the sabbatical was granted. If conditions arise which
4330 would make it necessary to change the faculty member's assignment, the
4331 faculty member shall be notified, whenever possible, before the change
4332 becomes effective. Nothing in this paragraph is intended to be in conflict
4333 with Educ. Code §87774.
4334

4335 (3) The written agreement between the District and the faculty member
4336 includes a bond paid for by the District. The bond covers pay and the
4337 District's cost of employee benefits. If the bond is forfeited, any
4338 repercussions from the bonding company are the sole responsibility of the
4339 faculty member (Educ. Code §§87770 and 87771).
4340

4341 k. Evidence of Completion
4342

4343 (1) Upon completion of the sabbatical and within sixty (60) days of the
4344 faculty member's return to duty, a narrative report shall be submitted to
4345 the Sabbatical Committee for review and acceptance (or non-acceptance).
4346 This report will include:

4347
4348 (a) a record of the activity such as, transcripts of study completed, a
4349 copy of the product developed, and/or an evaluation of the project
4350 pursued;
4351

4352 (b) a discussion of its impact on teaching and learning;
4353

4354 (c) a description of how the sabbatical information will be used in a
4355 professional development plan;
4356

4357 (d) a narrative on how the information contributes to the benefit of the
4358 students and to the District.
4359

- 4360 (2) If the approved sabbatical project contains an implementation process or
4361 the Sabbatical Committee would like a follow-up report, the faculty
4362 member will provide the information requested in the time line provided.
4363
- 4364 (3) The faculty member must schedule a minimum of one presentation(s) at a
4365 venue such as Professional Development Week, Division/School
4366 meetings, College Sabbatical Forum, and/or at a professional
4367 organization(s) meeting.
4368
- 4369 (4) The Board of Trustees and/or the Sabbatical Committee may invite
4370 representative faculty members to make presentations of their sabbatical
4371 project/activity at Board of Trustees meetings.
4372

4373 1. Status Changes Relating to an Approved Sabbatical
4374

4375 Once the faculty member has been approved by the Board of Trustees for a
4376 sabbatical activity, it is the faculty member's responsibility to inform in writing
4377 the Sabbatical Committee co-chairs of any change(s) in status with the sabbatical
4378 from the time the faculty member knows or should have known of a change.
4379

4380 (1) Project
4381

4382 In the original application, the faculty member requests time to complete a
4383 project with a stated outcome; however, circumstances, conditions, etc.,
4384 identified in the application sometimes change. The faculty member must
4385 submit a request for change to the Sabbatical Committee, college
4386 president, and Chancellor, and seek approval from the Board of Trustees
4387 before implementing any changes with the sabbatical project.
4388

4389 (2) Extenuating Circumstances
4390

4391 In the event that an extenuating circumstance occurs (such as, natural
4392 disaster, long term family illness) that may impact the content and/or
4393 timelines of the sabbatical project, the faculty member must report such
4394 change to the Sabbatical Committee, college president, Chancellor, and
4395 seek approval from the Board of Trustees before implementing any
4396 changes with the sabbatical project.
4397

4398 (3) Serious or Long-Term Illness/Injury of the Faculty Member
4399

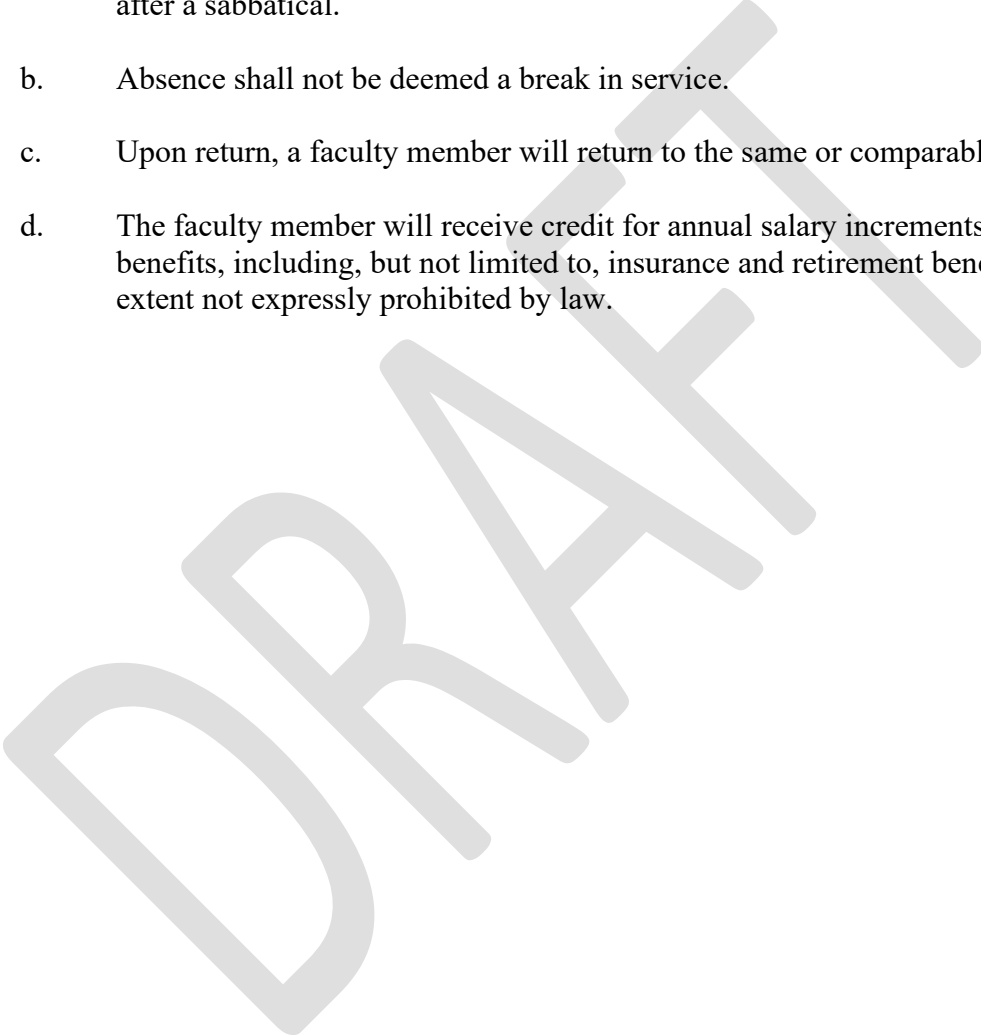
4400 It is the responsibility of the faculty member to notify the vice chancellor
4401 of Human Resources or designee within thirty (30) days from the onset or
4402 change in physical condition.
4403

4404 26.2. Professional Development Leave
4405

4406
4407
4408
4409
4410
4411
4412
4413
4414
4415
4416
4417
4418
4419
4420
4421
4422
4423
4424
4425
4426
4427
4428
4429
4430
4431
4432
4433
4434
4435
4436
4437
4438
4439
4440
4441
4442
4443
4444
4445
4446
4447
4448
4449
4450
4451

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Educ. Code §87768).

- a. Absence shall not be included as service in computing the six (6) years before or after a sabbatical.
- b. Absence shall not be deemed a break in service.
- c. Upon return, a faculty member will return to the same or comparable position.
- d. The faculty member will receive credit for annual salary increments, employee benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.



**ARTICLE 27
BENEFITS**

27.1. Full-time Faculty Health Insurance

The District shall pay 100 percent of the health insurance premium for faculty members working 75 percent or more of a full-time faculty contract and their eligible dependents. The coverage provided shall meet the specifications on file at the District Business Office.

27.2. Part-Time Faculty Health Insurance Allowance

a. The purpose of this program is to provide an opportunity for individual part-time faculty members to receive an allowance for the purpose of securing a comprehensive medical plan.

Parameters:

- Plan is required to be a comprehensive medical plan
- District is not responsible for STRS impacts for STRS Retirees
- The monthly allowance is offered only for months in which the employee receives medical coverage.

The monthly benefit amount takes effect spring of 2025 and is calculated as follows:

Employee Monthly Cost (rounded up to nearest \$)	Monthly Allowance
\$1 to \$100	= \$100*
\$101 to \$250	= \$250*
\$251 to \$500	= \$500*
\$501 plus	= \$750*
Medicare Recipients	= \$350*

* Subject to Article 27.2.b

b. The District shall provide a monthly allowance to qualified part-time faculty members for the purpose of purchasing comprehensive health insurance. The total amount of the allowance will be \$768,000 per semester. Once all eligible employees and amounts have been determined, if the total amount is greater than \$768,000 per semester, the allowance amounts will be reduced proportionately so that the total amount equals but does not exceed \$768,000 per semester.

c. This allowance shall be applied toward a qualified voluntary comprehensive health insurance program of the faculty member’s individual arrangement and choice for the part-time faculty member who meets the following criteria:

- 4499 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
4500 paid during the summer session.
4501
- 4502 (2) The faculty member must have completed four semesters of employment
4503 in the district.
4504
- 4505 (3) The faculty member must be employed for a minimum of 9 LHE in the
4506 District in the 12-month period ending at the end of the prior semester
4507 (summer session counts toward meeting this requirement).
4508
- 4509 (4) The faculty member had assignments in the District in at least five of the
4510 semesters during the prior three academic years. (summer session does not
4511 count toward meeting this requirement.)
4512
- 4513 (5) The faculty member must work a minimum of three LHE in the District
4514 during the semester in which the District allowance is disbursed.
4515
- 4516 (6) Each semester the faculty member must submit the following to the
4517 District Business Office no later than September 10th and February 10th by
4518 5 p.m. (PST) in order to be eligible for the District allowance:
4519
- 4520 (a) A signed affidavit and official documentation of current enrollment
4521 and monthly premium cost paid by the employee in a voluntary
4522 Bronze, Silver, Gold, or Platinum medical plan provided through
4523 Covered California under the Patient Protection and Affordable
4524 Care Act, or an equivalent comprehensive medical or health
4525 insurance plan.
4526
- 4527 (b) If coverage is terminated, the part-time faculty member must notify
4528 the District within 10 days of the date of termination. If the policy
4529 is terminated, the benefit will cease for the remainder of the
4530 semester.
4531
- 4532 (c) This program is subject to random District audits.
4533
- 4534 d. The District allowance will cease if the employee no longer meets the
4535 requirements of the above criteria.
4536
- 4537 e. The District allowance shall be paid through payroll and will be prorated over the
4538 number of paychecks received by the eligible faculty member each fall and spring
4539 semester.
4540

4541 27.3. Dental Insurance
4542

4543 The District shall pay one hundred percent of the premium for dental insurance for
4544 faculty members working 75% or more of a full-time contract and their eligible

4545 dependents. Coverage provided shall meet the specifications on file at the District
4546 Business Office.

4547
4548 27.4. Vision Insurance

4549
4550 The District shall pay one hundred percent of the premium for vision insurance for
4551 faculty members working 75% or more of a full-time contract and their eligible
4552 dependents. Coverage provided shall meet the specifications on file at the District
4553 Business Office.

4554
4555 27.5. Employee Assistance / Mental Health Program

4556
4557 The District shall pay one hundred percent of the premium for a faculty member's
4558 assistance/mental health program for employees working 75% or more of a full-time
4559 faculty contract and their eligible dependents. Coverage provided shall meet the
4560 specifications on file at the District Business Office.

4561
4562 27.6. Life Insurance

4563
4564 The District shall pay one hundred percent of the premium for life insurance for faculty
4565 members working 75% or more of a full-time faculty contract and their eligible
4566 dependents. The coverage provided shall be two times the annual salary up to
4567 \$200,000.00, plus \$50,000.00.

4568
4569 27.7. Long Term Disability Insurance

4570
4571 The District shall pay one hundred percent of the premium for long-term disability
4572 (salary protection) for faculty members working 75% or more of a full-time faculty
4573 contract. The coverage provided shall meet the specifications on file at the District
4574 Business Office.

4575
4576 27.8. Long Term Care Insurance

4577
4578 For faculty members working 75% or more of a full-time faculty contract, the District
4579 shall pay the premium for long-term care insurance. Should long term care insurance
4580 become no longer available or if the premium increase is above 50% in any one year, the
4581 parties agree to meet and negotiate any change in coverage. Coverage provided shall
4582 meet the specifications on file at the District Business Office.

4583
4584 27.9. Legal Assistance Program

4585
4586 The District shall pay one hundred percent of the premium for legal assistance programs
4587 for faculty members working 75% or more of a full-time faculty contract and their
4588 eligible dependents. Coverage provided shall meet the specifications on file at the District
4589 Business Office.

4590

4591 27.10. Coverage Period

4592
4593 Full-time faculty members shall receive qualifying benefits from the first of the month
4594 following their first contractual day of their first academic year with the District. In each
4595 succeeding year, coverage will be continuous unless a faculty member resigns, retires,
4596 otherwise separates from employment, or as otherwise specified in this agreement, in
4597 which case the benefits will end the last day of the month when employment ends.
4598

4599 27.11. Benefits During a Leave

4600
4601 Faculty members shall receive medical, dental, vision, and life insurance benefits while
4602 on a leave of absence in accordance with the following conditions:
4603

- 4604 a. Faculty members shall continue to receive insurance benefits while on paid leaves
4605 of absence.
4606
4607 b. A faculty member on an unpaid leave of absence due to illness shall continue to
4608 receive insurance benefits, provided by the District, during the leave of absence
4609 but not to exceed twelve (12) months following the exhaustion of all leaves;
4610 provided, however, that if the faculty member has been employed for a period of
4611 ten (10) years or more in the District, and has reached the age of fifty-five (55),
4612 the District will provide health benefits for the absent faculty member until that
4613 faculty member is able to return to duty, elects to retire as specified in Section
4614 31.4. below, or is separated from the District.
4615
4616 c. Faculty members on unpaid leave longer than one year are eligible to apply for
4617 employee paid insurance coverage under Consolidated Omnibus Budget
4618 Reconciliation Act (COBRA).
4619

4620 27.12. Tax Sheltered Annuities

4621
4622 Faculty members may participate in tax sheltered annuity plans from the District's
4623 approved list of vendors. The District will provide payroll deduction for this purpose.
4624

4625 27.13. Medical Examinations and Tests

4626
4627 Medical examinations and tests required by the District for employment shall be paid by
4628 the District.
4629

4630 27.14. Parking

4631
4632 Appropriate staff parking shall be provided on campus for \$60.00 per year for full time
4633 faculty members and \$30.00 per year for part-time faculty members. Faculty may
4634 purchase an annual permit for the total amount or a separate permit for the fall semester
4635 and spring semester for half the annual amount. Summer and intersession terms are

4636 included in both the annual permit and in the spring semester permit. A summer only
4637 permit would cost \$30.00 for full-time faculty and \$15.00 for part-time faculty.
4638

4639 27.15. Change in Level of Benefit

4640 The District agrees that changes to the level of benefit coverage will be negotiated.
4641
4642
4643
4644
4645
4646
4647
4648
4649
4650
4651
4652
4653
4654
4655
4656
4657
4658
4659
4660
4661
4662
4663
4664
4665
4666
4667
4668
4669
4670
4671
4672
4673
4674
4675
4676
4677
4678
4679
4680
4681

DRAFT

ARTICLE 28
WORKLOAD BANKING PROGRAM

28.1. General Provisions

- a. Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- b. When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the appropriate salary schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section 28.3. below).
- c. Faculty who do not make load may use banked workload (if available) to make up the difference in their load if no other courses or assignments are available. If banked LHE is used for this purpose, faculty will not be subject to 28.2.e, 28.2.gf, and 28.4.a below.

28.2. Workload Banking

- a. Only tenured and probationary faculty members are eligible to earn and bank workload time credit.
- b. Only tenured full-time faculty members are eligible to redeem banked workload credit.
- c. Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- d. Banked workload leave will be scheduled only for the full length of a semester or for the full length of an instructional session within a semester (no leaves shall be taken for partial sessions).
- e. Banked workload credit may be taken in increments ranging from one equivalent LHE to one equivalent semester.
- f. When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year. Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college

- 4727 service work during the term of the leave.
 4728
 4729 g. Full semester banked workload leaves will be limited to once every eight (8)
 4730 semesters. A partial banked workload leave will be limited to once every six (6)
 4731 semesters. The timeline restarts once a banked load leave is taken.
 4732
 4733 h. Workload credit earned in restricted or categorically funded programs may be
 4734 banked only if allowed by State and Federal regulations and the granting agency.
 4735
 4736 i. Payment for banked workload earned in the fall and spring semesters, summer
 4737 sessions, and any other instructional sessions beyond the traditional semesters will
 4738 be withheld by payroll. Banked workload will be officially posted as banked at
 4739 the end of the semester in which it is earned.
 4740
 4741 j. Faculty members who request to schedule banked workload leave will not be
 4742 eligible to apply or take any other leave to extend an absence from the workplace
 4743 longer than one semester.
 4744

4745 28.3. Criteria to earn banked workload credit:

- 4746 a. Both tenured and probationary faculty members may earn banked workload
 4747 credit.
 4748
 4749 b. The faculty member must submit the Workload Banking Request Form
 4750 (Appendix E) at least one week prior to the beginning of the **session** in which the
 4751 banked workload credit is being requested.
 4752
 4753 c. The dean will acknowledge the request to bank workload and record the request
 4754 through the appropriate vice president’s office.
 4755
 4756 d. Banked workload credit can be earned from assignments exceeding thirty (30)
 4757 LHE per year scheduled during Fall and Spring semesters, as part of a summer
 4758 assignment, or during any other instructional session beyond the traditional
 4759 semesters.
 4760
 4761 e. Full-time faculty members banked workload credit is calculated as follows (see
 4762 Article 15, Workload):
 4763
 4764

4765 (1) Lecture Assignments (contact hour)

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Lab	1	1
Practicum	1.2 (5/6)	1
Learning Center/Tutorial	2	1
Example: Digital Photography 5/6 (units lecture/practicum per week)		

4773 3 Hours Lecture = 3 LHE
 4774 6 Hours Practicum = 5 LHE
 4775 8 LHE for load

4776
 4777 (2) Non-Lecture Assignments (clock hour)

4778
 4779 Thirty (30) clock hours = 1 LHE

4780
 4781 Clock Hours LHE for Load

4782			
4783	Tutorial Coordination	2	1
4784	Library	2	1
4785	Counseling	2	1
4786	Learning Disability	2	1
4787			

4788 f. Banked workload credit cannot be earned:

4789 (1) while on a reduced workload assignment;

4790 (2) while on sabbatical.

4791
 4792
 4793
 4794 28.4. Criteria to redeem banked workload credit:

4795
 4796 a. A full-time faculty member must have enough LHE banked to cover the requested
 4797 leave prior to submitting a banked workload leave request form.

4798
 4799 b. Only tenured faculty members may schedule a banked workload leave.

4800
 4801 c. To schedule a banked workload leave, the faculty member must submit the
 4802 Workload Banking Leave Request Form (Appendix F) to their dean/academic
 4803 administrator no later than February 1st for the Fall semester and no later than
 4804 September 1st for the Spring semester.

4805
 4806 (1) Every effort shall be made to accommodate a faculty member's request to
 4807 redeem banked workload credit; however, it is recognized that a banked
 4808 workload leave may be postponed under circumstances in which the
 4809 absence of the faculty member would jeopardize the educational program.
 4810 The dean/academic administrator shall put in writing any postponement of
 4811 the request to redeem banked workload credit.

4812
 4813 (2) When two or more faculty members from the same department or area
 4814 apply to schedule banked workload leave and both/all cannot be
 4815 accommodated, those faculty members who have not previously taken
 4816 banked workload leave shall have priority in order of seniority. The
 4817 remaining faculty will be given priority for the following semester.
 4818

- 4819 (3) A requested banked workload leave can be postponed for no more than
4820 one academic year.
4821
4822 (4) To ensure the stability of a program, department, or school, the faculty
4823 member requesting banked workload leave may be requested to work with
4824 the division/school chair and dean to arrange for appropriate substitute
4825 coverage prior to scheduling a leave.
4826

4827 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is
4828 granted by the Board of Trustees, they will not be eligible to:

- 4829
4830 a. work overload;
4831
4832 b. contract for extra assignments in the District;
4833
4834 c. work on a stipend or reassigned time;
4835
4836 d. work on any hourly assignments.
4837

4838 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4839 election for workload banking, the faculty member shall not be entitled to cash out except
4840 under one of the following circumstances:

- 4841
4842 a. retirement;
4843
4844 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
4845
4846 c. termination (dismissal for cause), or release from probationary status;
4847
4848 d. death;
4849
4850 e. resignation.
4851

4852 When a faculty member is paid for accumulated banked workload credit (known as
4853 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked
4854 workload credit was earned. No partial “cashing out” will be allowed.
4855

4856 28.7. Record Keeping

4857
4858 Banked workload credit shall be submitted by each college and tracked by the District.
4859 The District shall maintain banked workload balances in the District’s Enterprise
4860 Resource Planning (ERP) system.
4861
4862
4863
4864

ARTICLE 29
LEAVES

29.1. General Provisions

The benefits provided faculty members by §§87700 through 87701 and 87763 through 87788 of the Educ. Code are incorporated into this Agreement except as supplemented in this article.

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties as follows:

- a. Paid Leave: Unless otherwise provided in this article, a faculty member on a paid leave shall be entitled to:
 - (1) return to the same or comparable position which they held immediately before commencement of the leave,
 - (2) receive credit for annual salary increments provided during their leave,
 - (3) receive during their leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

- b. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this article, a faculty member on an unpaid leave shall be entitled to:
 - (1) return to the same or comparable position which they held immediately before commencement of the leave,
 - (2) request the continuation of health benefits during the duration of unpaid leave or purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.

- c. Reduced Contract Request Leave: A full-time faculty member may request a reduced teaching load for any given semester or academic year. The request must be received 90 days prior to the semester or academic year in which the reduction is requested. Exceptions to the notice of requirement may be granted by the college president.

Requests must be submitted by the approved process to the appropriate dean and college president. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits

4910 and retirement credit received. The faculty member's salary will be reduced in
4911 accordance with the percentage reduction in teaching load request.

4912
4913 This leave is distinct and separate from the Reduced Workload with Full
4914 Retirement Credit under CalSTRS provided for in Article 31.2 of this Agreement.

4915
4916 29.2. Sick Leave

4917
4918 a. Each full-time faculty member under yearly contract shall be entitled to one (1)
4919 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12
4920 days for 12 months). Sick leave shall be accrued for all part-time, full-time
4921 overload and summer LHE instruction and shall be computed by the following
4922 formula:

4923
4924 .0558 hours sick leave per contact hour paid

4925
4926 At the beginning of each academic year, every full-time faculty member will
4927 receive a sick leave allotment credit, equal to their entitlement for the academic
4928 year. Part-time classroom faculty members will receive a sick leave allotment
4929 each semester based on their assigned workload. Part-time faculty members
4930 assigned on an hourly basis (non-classroom) will receive a sick leave allotment
4931 calculated and accrued each pay period. Part-time faculty who would like to know
4932 the anticipated accrued leave prior to the end of the semester may contact their
4933 payroll representative to get an estimated accrual.

4934
4935 b. Pursuant to Labor Code §233, a full-time faculty member may use up to six days
4936 and a part-time faculty member may use up to three days of accrued and available
4937 sick leave entitlement to attend to an illness of an immediate family member as
4938 defined in Article 4.

4939
4940 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to
4941 academic year.

4942
4943 d. Verification of Illness or Injury: Verification will ordinarily not be required for
4944 short term absences. A doctor's certification or other acceptable form of
4945 verification may be required however, for absences exceeding five (5) calendar
4946 days, situations where there is a doubt as to the employee's fitness to return to
4947 work, or where the appropriate administrator has reason to believe that there may
4948 be an abuse of sick leave.

4949
4950 e. Notification of Absence: Faculty members shall submit their absences and leave
4951 requests to the appropriate dean as soon as practicable prior to the start of the
4952 faculty member's assignment.

4953

- 4954 f. Notification of Return: For absences longer than one day, faculty members shall
4955 make every effort to keep the appropriate dean advised of their status, and provide
4956 an estimate of their expected return.
4957
- 4958 g. Sick Leave Deduction Process:
4959
- 4960 (1) Full-time faculty members with classroom assignments shall have sick
4961 leave deducted on the basis of half-day increments (i.e., if a faculty
4962 member is absent for one-half or less of their scheduled LHE assignment
4963 for that day, one-half day of sick leave will be deducted; if faculty
4964 members are absent for more than one-half of a scheduled assignment for
4965 that day, a full day of sick leave will be deducted).
4966
- 4967 (2) Full-time faculty members with non-classroom assignments shall have
4968 sick leave deducted on the basis of quarter-day increments (i.e., if a
4969 faculty member is absent for one-quarter or less of their scheduled LHE
4970 assignment for that day, one-quarter of a day of sick leave will be
4971 deducted; for an absence of between one-quarter and one-half of a day,
4972 one-half day will be deducted; for an absence between one-half and three-
4973 quarters, three-quarters of a day will be deducted; for an absence of more
4974 than three-quarters of a scheduled assignment for that day, a full day of
4975 sick leave will be deducted).
4976
- 4977 (3) Part-time faculty members shall have sick leave deducted on an hourly
4978 basis.
4979
- 4980 h. Sick Leave Statement: The District shall provide information upon individual
4981 request, on the amount of sick leave accrued, by transfer or otherwise, and sick
4982 leave entitlement for the academic year.
4983
- 4984 i. Catastrophic Illness Transfer of Leave Program: A faculty member may
4985 contribute sick leave to other staff as well as other faculty members on a one-for-
4986 one basis (one day for one day, etc.) with no reference to the possible difference
4987 in their salaries. As there are likely tax and retirement consequences, both
4988 employees are responsible for determining any STRS, IRS or other agency
4989 implications that may result. This program is designed to assist a faculty member
4990 who has a lengthy illness and has run out of sick leave. The program can also be
4991 used so that an employee can take care of a sick person in the immediate family.
4992 Procedures for the catastrophic illness/injury leave for individual solicitation
4993 requests are on file in the District Human Resources Office.
4994

4995 29.3. Maternity Leave 4996

4997 The District shall provide for leave of absence from duty for any faculty member of the
4998 District who is required to be absent from duties because of pregnancy, miscarriage,
4999 childbirth, and recovery therefrom. The length of the leave of absence, including the date

5000 on which the leave shall commence and the date on which the faculty member shall
5001 resume duties, shall be determined by the faculty member's physician. Pregnancy and
5002 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
5003 therefrom are for all job-related purposes, temporary disabilities and shall be treated as
5004 such under any health or temporary disability insurance or sick leave plan available in
5005 connection with employment by the South Orange County Community College District.
5006

5007 29.4. Paid Parental Leave
5008

- 5009 a. Parental leave means leave for reason of the birth of a child of the employee, or
5010 the placement of a child with an employee in connection with the adoption or
5011 foster care of the child by the employee.
5012
- 5013 b. A person employed by the District in a full-time or part-time academic position
5014 for more than twelve (12) calendar months shall be allowed to take leave for
5015 purposes of parental leave for a period of up to twelve (12) weeks during the
5016 twelve month period after the child's birth or placement. Additionally, once per
5017 twelve (12) months, the District shall provide a period of one (1) workweek of
5018 fully-paid parental leave, which shall not be drawn from any existing leave banks,
5019 to be used prior to and consecutively with the twelve (12) workweeks of partially
5020 paid leave described below. Full-time faculty shall receive their regular pay and
5021 benefits, and part-time faculty shall receive pay based on their assignment(s)
5022 during the one (1) workweek of District-paid leave.
5023
- 5024 c. The twelve (12) week period shall run concurrent with any period of sick leave,
5025 including accumulated sick leave, taken during a period of parental leave.
5026
- 5027 d. An employee shall not be provided more than one twelve (12) week period for
5028 parental leave during the twelve (12) month period after the birth or placement of
5029 the child.
5030
- 5031 e. Parental leave taken pursuant to this section shall also run concurrently with
5032 parental leave taken pursuant to Family and Medical Leave Act/California Family
5033 Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The
5034 aggregate amount of parental leave taken pursuant to this section and Section
5035 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
5036
- 5037 f. When an employee has exhausted all available sick leave, including all
5038 accumulated sick leave, and continues to be absent from their duties on account of
5039 parental leave pursuant to Family and Medical Leave Act/California Family
5040 Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted
5041 from the salary due the faculty member for any of the remaining portion of the
5042 twelve (12) week period in which the absence occurs shall not exceed 50 percent
5043 of the employee's regular salary for the remaining portion of the 12-workweek of
5044 the parental leave.
5045

5046 (Educ. Code §87780.1.;CA DE 8520)

5047

5048 29.5. Extended Illness Leave

5049

5050 a. If a faculty member has used all accumulated sick leave and is still absent from
5051 duties on account of illness or accident for a period of five (5) school months or
5052 less, then the amount of salary deducted in any month shall not exceed the sum
5053 which was actually paid a substitute faculty member temporarily assuming the
5054 duties of the absent faculty member, or, in the event that no substitute faculty
5055 member is employed to replace the faculty member, the lowest LHE rate as
5056 described in the appropriate salary schedule (Appendix A) for the number of
5057 hours for which the absent faculty member would need to be replaced. In no case
5058 shall the amount deducted exceed 50% of the faculty member's regular salary.
5059 The five (5) months or less extended illness leave period during which the
5060 deductions described above occur shall not begin until all other paid sick leave
5061 provisions described in Section 29.2 above, excluding sick leave transferred under
5062 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been
5063 exhausted. Extended illness leave is not available for absences that arise under
5064 Labor Code §233 (see Section 29.2 above).

5065

5066 b. If a faculty member has used all accumulated sick leave and is still absent from
5067 duties on account of illness or accident, and that faculty member has been
5068 employed for a period of ten (10) years or more in the District, and has reached
5069 the age of fifty-five (55), the District will provide health benefits for the absent
5070 faculty member until that faculty member is able to return to duty, elects to retire,
5071 or is separated from the District.

5072

5073 29.6. Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:

5074

5075 a. An industrial accident or illness means any injury or illness considered to be
5076 work-related if an event or exposure in the work environment (on or off campus)
5077 either caused or contributed to the resulting condition or significantly aggravated
5078 a pre-existing injury or illness.

5079

5080 b. A faculty member shall be entitled to such leave without limitation to the number
5081 of days of entitlement.

5082

5083 c. The total of the faculty member's temporary disability indemnity and the portion
5084 of salary due during the leave shall equal their full salary.

5085

5086 d. A faculty member shall be deemed to have recovered from an industrial accident
5087 or illness, and thereby able to return to work, at such time as the faculty member
5088 and the attending physician agree that there has been such a recovery.

5089

5090 e. Nothing in this Article shall preclude the District from recommending that a
5091 faculty member be placed on disability retirement under the State Teachers
Retirement System.

5092 29.7. Personal Necessity Leave

5093

5094 Every faculty member shall be entitled to use paid sick leave during each academic year
5095 in case of personal necessity, as follows:

5096

5097

5098

5099

5100

5101

5102

a. "Personal Necessity" means any activity, including those pursuant to the California Education Partnership Act (California Labor Code § 230.8), which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.

5103

5104

5105

b. Full-time faculty members are entitled to use up to six (6) days per year of personal necessity leave to be deducted from sick leave.

5106

5107

5108

5109

5110

c. Part-time faculty members' personal necessity leave is deducted in hourly increments. Part-time faculty members are entitled to use up to sixty percent (60%) of their sick leave allotment for a given semester for personal necessity leave.

5111

5112

d. Unused personal necessity days do not accrue for use in future years.

5113

5114

e. Personal necessity days do not carry over from year to year.

5115

5116

5117

f. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.

5118

5119

g. A faculty member shall not be required to give reasons for the use of such leave.

5120

29.8. Bereavement Leave

5121

5122

5123

5124

5125

5126

5127

5128

5129

5130

5131

5132

5133

5134

5135

a) Every faculty member shall be entitled to five (5) days of paid leave of absence for each occurrence of the death of a spouse or registered domestic partner; child; child of spouse or registered domestic partner; parent, stepparent, or legal guardian of the faculty member or of the spouse or registered domestic partner of the faculty member; grandparent of the faculty member or of the spouse or registered domestic partner of the faculty member, grandchild of the faculty member or of the spouse or registered domestic partner of the faculty member, sibling, or any family member living in the immediate household of the faculty member; or if travel out-of-state is required for any other member of the faculty member's immediate family. Otherwise, every faculty member shall be entitled to three (3) days paid leave of absence for any other member of the faculty member's immediate family as defined in Article 4. This leave shall not be deducted from sick leave.

5136

5137

b) Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively (Govt. Code

5138 12945.7 (b)(c). Requests for an exception is subject to approval by the Vice
5139 Chancellor of Human Resources.

5140
5141 c) Verification

5142
5143 If requested by the District, the faculty member shall provide documentation of
5144 the death of the immediate family member within thirty (30) days of the first day
5145 of the leave. Documentation includes, but is not limited to, death certificate, a
5146 published obituary, or written certification of death, burial, or memorial services
5147 from a mortuary, funeral home, burial society, crematorium, religious institution,
5148 or government agency (Govt. Code 12945.7).

5149
5150 29.9. Jury Leave

5151
5152 A faculty member shall be entitled to as many days of paid leave as are necessary when
5153 called for jury duty or when summoned for a court appearance not as a result of the
5154 faculty member's own misconduct. Any monies received from the courts as jury duty pay
5155 shall be transferred to the District, mileage excluded. Upon completion of jury duty, the
5156 faculty member shall submit a certification of jury service to the District.

5157
5158 29.10 Reproductive Leave Loss

5159
5160 Every faculty member is entitled to five (5) days of paid leave for a reproductive loss
5161 event. A reproductive loss event is defined as a failed adoption, failed surrogacy,
5162 miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken
5163 within three (3) months of the event and may be taken on non-consecutive days. If a unit
5164 member experiences more than one reproductive loss event, the unit member is only
5165 entitled to a total of 20 days of leave within any given fiscal year.

5166
5167 29.11 Legislative Leave

5168
5169 Except as otherwise provided by law, a tenured faculty member who is elected or
5170 appointed to the State Legislature, Congress, or appointed to government service, shall be
5171 entitled to an unpaid leave of absence for the length of the term of office, not to exceed
5172 twelve (12) years.

5173
5174 a. The faculty member on such leave shall notify the college of an intended return at
5175 least sixteen (16) weeks in advance.

5176
5177 b. The faculty member on such leave shall be entitled to return to employment at the
5178 end of the leave, but shall not be entitled to any other benefits while on leave.

5179
5180 29.12. Professional Development Leave

5181
5182 A faculty member may be granted up to three (3) days of paid leave each academic year
5183 for the purpose of improving instructional performance. Such leave must be approved by

5184 the Dean and may be used to visit worksites in other departments or colleges or to attend
5185 Association or other workshops related to the assignment of the faculty member.
5186

5187 29.13. Family and Medical Leave
5188

5189 To the extent not already provided for under current leave policies and provisions, the
5190 District will provide family and medical care leave for eligible employees as required by
5191 state and federal law. The following provisions set forth certain of the rights and
5192 obligations with respect to such leave. Rights and obligations which are not specifically
5193 set forth below are set forth in the Department of Labor regulations implementing the
5194 Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the
5195 California Family Rights Act (CFRA). Unless otherwise provided by this policy, “leave”
5196 under this policy shall mean leave pursuant to the FMLA and CFRA. Use of leave under
5197 CFRA may require medical certification issued by the health care provider of the
5198 individual requiring care. The District shall not refuse to hire and shall not discharge,
5199 fine, suspend, expel or discriminate against faculty members because they exercise the
5200 right to family care leave or because they gave information or testimony related to their
5201 or another person’s family care leave in an inquiry related to family leave rights.
5202

5203 a. Terms of Leave
5204

- 5205 (1) Family care and medical leave shall not exceed twelve (12) work weeks
5206 (or twenty-six (26) weeks to care for a covered service member) during
5207 any fiscal year. Where FMLA leave qualifies as both military caregiver
5208 leave and care for a family member with a serious health condition, the
5209 leave will be designated as military caregiver leave first.
5210
- 5211 (2) The twelve (12) month period for calculating leave entitlement will be
5212 based on a rolling 12-month period to begin the date of the request.
5213
- 5214 (3) Leave taken under the FMLA for disability due to pregnancy shall run
5215 concurrently with leave taken under the California Pregnancy Disability
5216 Act. A family member may also be entitled to an additional twelve (12)
5217 weeks of bonding time under the CFRA.
5218
- 5219 (4) During the period of family care and medical leave, the District shall
5220 require faculty members to use their accrued time off, and any other paid
5221 or unpaid time off negotiated with the District. Accrued sick leave shall be
5222 used when the purpose of the family care and medical leave is for the
5223 employee’s own serious health condition or the leave is needed to care for
5224 a parent, spouse, child or registered domestic partner with a serious health
5225 condition, and for which sick leave may be taken pursuant to this
5226 Agreement (29.2.b) and/or Board policy. Additionally, unit members may
5227 designate one person per twelve (12) month period who is not listed above
5228 as an immediate family member if the individual is related by blood or
5229 whose association with the employee is the equivalent of a family

5230 relationship (pursuant to AB 1041, Government Code 12945.2 and Labor
5231 Code Section 245.5). The employee may be asked to designate the person
5232 at the time leave is requested.
5233

5234 b. Intermittent/Reduced Work Schedule Leave
5235

5236 Leave related to the serious health condition of a faculty member or their child,
5237 parent, spouse or registered domestic partner may be taken intermittently or on a
5238 reduced work schedule when medically necessary. In such a case, the District may
5239 limit leave increments to the shortest period of time that the payroll system uses to
5240 account for absences or use of leave. If the leave is foreseeable based on planned
5241 medical treatment, the faculty member may also be required to transfer
5242 temporarily to a different job that has the equivalent pay and benefits but could
5243 better accommodate recurring periods of leave. The faculty member must be
5244 qualified for the position, but the position does not need to have equivalent duties.
5245 Transfer to an alternative position may include altering an existing job to better
5246 accommodate the faculty member's need for intermittent leave or a reduced work
5247 schedule.
5248

5249 c. Maintenance of Benefits
5250

5251 (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the
5252 period of family care and medical leave, the faculty member shall continue
5253 to be entitled to participate in the District's medical, vision, and dental
5254 plans.
5255

5256 (2) If the faculty member fails to return from leave after the leave period has
5257 expired for a reason other than the continuation, recurrence or onset of a
5258 serious health condition of the faculty member or their family member
5259 which would entitle the faculty member to leave, or because of
5260 circumstances beyond the faculty member's control, the employee will be
5261 required to reimburse any health plan premiums paid by the District
5262 during the period of leave. The District shall have the right to recover
5263 premiums through deduction from any sums due to the employee from the
5264 District (e.g., unpaid wages, vacation pay, etc.).
5265

5266 (3) The faculty member shall also continue to be entitled to participate in
5267 pension and retirement plans and/or any other welfare benefit plan to the
5268 same extent and under the same conditions as apply to an unpaid leave
5269 taken for any other purpose. In the absence of these conditions, the faculty
5270 member shall continue to be entitled to participate in these plans and the
5271 District may, at its discretion, require the faculty member to pay the
5272 premium for periods not covered by accrued leave.
5273

5274 29.14. Verification of Leave Use
5275

5276
5277
5278
5279
5280
5281
5282
5283
5284
5285
5286
5287
5288
5289
5290
5291
5292
5293
5294
5295
5296
5297
5298
5299
5300
5301
5302
5303
5304
5305
5306
5307
5308
5309
5310
5311
5312
5313
5314
5315
5316
5317
5318
5319
5320
5321

With the exception of Personal Necessity (29.7) and sick leave use of five (5) days or less (29.2), the District may require documentation to support the use of leaves.

DRAFT

ARTICLE 30
WAGES

5322
5323
5324
5325 30.1. General Provisions
5326

5327 a. Faculty Compensation
5328

- 5329 (1) Full-time faculty members' contracted load as part of a regular full-time
5330 assignment will be paid according to the Full-time Academic Salary
5331 Schedule as described in Section 30.2.a.
5332
- 5333 (2) Part-time faculty during the academic year and all faculty during summer
5334 terms holding classroom or equivalent assignments will be paid according
5335 to the Part-time Classroom Academic Salary Schedule as described in
5336 Section 30.2.b.
5337
- 5338 (3) Full-time faculty classroom overload will be paid according to the Full-
5339 time Classroom Overload and Part-Time Non-Classroom Tutorial
5340 Academic Salary Schedule as described in Section 30.2.c.
5341
- 5342 (4) Library, Counseling, and Learning Disability Specialist assignments
5343 during the regular and summer terms, part-time non-classroom faculty and
5344 full-time non-classroom faculty overload will be paid according to the
5345 Part-time Non-Classroom and Full-time Non-Classroom Overload for
5346 Library, Counseling, and Learning Disability Academic Salary Schedule
5347 as described in Section 30.2.d.
5348
- 5349 (5) Part-time faculty holding non-classroom tutorial assignments during the
5350 regular and summer terms will be paid according to the Full-time
5351 Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5352 Salary Schedule as described in Section 30.2.c.
5353

5354 30.2. Salary Schedules
5355

5356 Academic Salary Schedules take effect beginning with the Fall Academic term and end
5357 with the last session of summer.
5358

5359 a. Full-time Academic Salary Schedule (see Appendix A):
5360

- 5361 (1) The Full-time Academic Salary Schedule shall consist of five columns
5362 with:

5363 Three (3) steps plus one longevity step in the first column at Year 5

5364 Eight (8) steps plus one longevity step in the second column at Year 10
5365
5366
5367

5368 Thirteen (13) steps plus one longevity step in the third column at Year 15

5369
5370 Eighteen (18) steps plus one longevity step in the fourth column at Year
5371 20

5372
5373 Twenty-three (23) steps plus one longevity step in the fifth column at Year
5374 25

5375
5376 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall
5377 be defined as the base salary. The dollar amount in column 1, step 1, of the
5378 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of
5379 the immediate prior Faculty Salary Schedule and any negotiated and
5380 agreed upon adjustments for the given year.

5381
5382 (3) The first step of each column will increase by 5.5555% of the base salary
5383 over the first step of the previous column.

5384
5385 (4) Each step in each column will increase by 3.70365% of the base salary
5386 over the previous step.

5387
5388 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

5389
5390 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven
5391 columns, with one step in each column.

5392
5393 (2) For 2024-2025, the value of the first column will be equivalent to 71.00%
5394 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5395 the Full-time Academic Salary Schedule, as reflected in the following
5396 formula:

5397
5398
$$.7100(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5399
$$\text{Schedule /2}))$$

5400
5401 For 2025-2026, the value of the first column will be equivalent to 71.50%
5402 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5403 the Full-time Academic Salary Schedule, as reflected in the following
5404 formula:

5405
5406
$$.7150 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5407
$$\text{Schedule /2}))$$

5408
5409 For 2026-2027, the value of the first column will be equivalent to 75.00%
5410 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5411 the Full-time Academic Salary Schedule, as reflected in the following
5412 formula:

5413 .7500 (.0667(column 1, step 1 of the Full-time Academic Salary
5414 Schedule /2))

5415
5416 (3) Each succeeding column will increase by 4% of column 1 over the
5417 previous column.

5418
5419 (4) In recognition of the value of part-time faculty to the District and its
5420 students, both parties agree to continue to work towards defining and
5421 achieving parity between full-time and part-time faculty in future
5422 contracts.

5423
5424 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5425 Salary Schedule (see Appendix A):

5426
5427 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
5428 Tutorial Academic Salary Schedule shall consist of seven columns, with
5429 one step in each column.

5430
5431 (2) For 2024-2025, the value of the first column will be equivalent to 60.95%
5432 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5433 the Full-time Academic Salary Schedule, as reflected in the following
5434 formula:

5435
5436 .6095 (.0667(column 1, step 1 of the Full-time Academic Salary
5437 Schedule/2))

5438
5439 For 2025-2026, the value of the first column will be equivalent to 61.35%
5440 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5441 the Full-time Academic Salary Schedule, as reflected in the following
5442 formula:

5443
5444 .6135(.0667(column 1, step 1 of the Full-time Academic Salary
5445 Schedule /2))

5446
5447 For 2026-2027, the value of the first column will be equivalent to 64.38%
5448 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5449 the Full-time Academic Salary Schedule, as reflected in the following
5450 formula:

5451
5452 .6438 (.0667(column 1, step 1 of the Full-time Academic Salary
5453 Schedule/2))

5454
5455 (3) Each succeeding column will increase by 4% of column 1 over the
5456 previous column.

5457

5458 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,
5459 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)

5460
5461 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload
5462 Academic Salary Schedule shall consist of seven columns, with one step
5463 in each column.

5464
5465 (2) For 2024–2025, the value of the first column will be equivalent to 47.85%
5466 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5467 time Academic Salary Schedule, as reflected in the following formula:

5468
5469
$$.4785 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5470
$$\text{Schedule}))$$

5471
5472 For 2025-2026, the value of the first column will be equivalent to 46.26%
5473 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5474 time Academic Salary Schedule, as reflected in the following formula:

5475
5476
$$.4626 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5477
$$\text{Schedule}))$$

5478
5479 For 2026-2027, the value of the first column will be equivalent to 44.66%
5480 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5481 time Academic Salary Schedule, as reflected in the following formula:

5482
5483
$$.4466 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5484
$$\text{Schedule}))$$

5485
5486 (3) Each succeeding column will increase by 4% of column 1 over the
5487 previous column.

5488
5489 (4) As required for CalSTRS reporting purposes, compensation for counselors
5490 and librarians will be reported to CalSTRS and paid by converting the
5491 LHE rate to an hourly rate as defined in the appropriate salary schedule.

5492
5493 30.3. Salary Schedule Column Placement Criteria

5494
5495 All degrees or units must be from accredited educational institutions.

5496
5497 a. Column I Bachelor’s Degree (or the minimum degree and/or experience as
5498 required by the California Community College Chancellor’s Office minimum
5499 qualifications as published in the *Minimum Qualifications for Faculty and*
5500 *Administrators in California Community Colleges*) or equivalency as established
5501 under Title 5 §53410.

5502
5503 b. Column II

- 5504 (1) Master's Degree, or
- 5505
- 5506 (2) Bachelor's Degree plus 40 semester units, including Master's Degree.
- 5507
- 5508 c. Column III
- 5509
- 5510 (1) Master's Degree plus 20 semester units, or
- 5511
- 5512 (2) Bachelor's Degree plus 50 semester units, including Master's Degree.
- 5513
- 5514 d. Column IV
- 5515
- 5516 (1) Master's Degree plus 40 semester units, or
- 5517
- 5518 (2) Bachelor's Degree plus 70 semester units, including Master's Degree, or
- 5519
- 5520 (3) Permanent Vocational Credential received prior to establishment of the
- 5521 Community College Credential and Bachelor's Degree.
- 5522
- 5523 e. Column V
- 5524
- 5525 (1) Earned Doctorate, or
- 5526
- 5527 (2) Master's Degree plus 60 semester units, or
- 5528
- 5529 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or
- 5530
- 5531 (4) Permanent Vocational Credential received prior to establishment of the
- 5532 Community College Credential and Master's Degree.
- 5533

30.4. Previous Experience Credit for Initial Step Placement

a. Instructional experience

At the time of initial employment, new full-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of 30 LHE will equal one year of experience. Previous experience credit will be given as follows:

0-1 years of experience – placement on step 1

2 years of experience – placement on step 2

3 years of experience – placement on step 3

5550 4 years of experience – placement on step 4
5551
5552 5 years of experience – placement on step 5
5553
5554 6 or more years of experience – placement on step 6
5555

5556 b. Non-instructional occupational experience
5557

5558 For purposes of calculating initial step placement in Section 30.4.a. above, at the
5559 time of initial employment, full-time faculty members may be awarded placement
5560 credit for non-instructional occupational experience provided that it directly
5561 relates to the District assignment. Credit granted will be at the rate of one year of
5562 credit for two years of related experiences. No placement based upon any
5563 combination of past instructional experience and past non-instructional
5564 occupational experience will be higher than step 4 on the salary schedule. Credit
5565 for non-instructional and instructional experience may be earned simultaneously.
5566

5567 The new full-time faculty member will submit to Human Resources at least one of
5568 the following:
5569

- 5570 (1) A completed Request for Verification of Work Experience Form (obtained
5571 from Human Resources) from each former employer; or
5572
- 5573 (2) A letter on the employer’s letterhead verifying work experiences and dates
5574 of employment; or
5575
- 5576 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
5577

5578 30.5. Step and Column Movement
5579

5580 a. Step advancement
5581

- 5582 (1) Full-time faculty members shall move one step on the Full-time Academic
5583 Salary Schedule for each contractual year of service.
5584
- 5585 (2) Step movements shall occur annually in the Fall.
5586

5587 b. Column Advancement
5588

- 5589 (1) Column advancement based on experience shall occur annually in the Fall.
5590
- 5591 (2) For overload pay, full-time faculty members shall move one column on
5592 the Full-Time Classroom Overload and Part-Time Non-Classroom
5593 Tutorial Salary Schedule annually for each contractual year of service.
5594

- 5595 (3) Part-time faculty members shall move one column on the salary schedule
5596 after having served the equivalent of thirty (30) LHE.
5597
- 5598 (4) After the date of hire, for the purpose of column advancement, nine (9)
5599 semester units of lower division college level credit from an accredited
5600 institution of higher education will be allowed for coursework that is
5601 pertinent to the principal area of assignment and/or is for retraining or the
5602 up-grading of skills. The coursework must be approved in advance by the
5603 dean and Vice President.
5604
- 5605 (5) Coursework taken for column advancement outside the faculty member's
5606 primary assignment must be approved by the Vice President prior to
5607 enrolling in the course(s).
5608
- 5609 (6) A passing grade must be earned in all coursework accepted for salary
5610 classification credit. A pass/fail course must be noted as pass and a
5611 credit/non-credit course must be noted as credit in the transcript.
5612
- 5613 (7) Column advancement based on coursework or completion of a degree can
5614 occur in Fall and Spring. Official verification of coursework taken and/or
5615 degree conferred must be submitted to Human Resources by August 1st
5616 for column advancement for the Fall semester and January 3rd for column
5617 advancement for the Spring semester.
5618

5619 30.6. Doctoral Stipends
5620

5621 Full-time faculty members who hold an earned doctorate from an accredited institution
5622 shall receive a stipend of 5.6% of the base salary as defined in section 30.2.a.2 as part of
5623 their annual salary.
5624

5625 30.7. State of California Part-time Parity Compensation Funds
5626

5627 Parity compensation funds ("parity pay") received from the State of California in the
5628 amount of \$572,456 have been added onto the salary schedule and are disbursed through
5629 regular salary payments as determined by the appropriate salary schedule included in
5630 Appendix A. Should the State of California parity compensation funds exceed \$572,456,
5631 the District and Association agree to meet to determine what amount, if any, will be
5632 distributed to part-time faculty. Conversely, should the State of California parity
5633 compensation funds fall below \$572,456 one year, the District will combine any excess
5634 of the \$572,456 received the following year with that amount, and will meet with the
5635 Association to determine if any additional funds are due to be distributed to the part-time
5636 faculty.
5637

5638 30.8. Increase in Compensation
5639

- 5640 a. For the 2024-2025 academic year, the Full-time Academic Salary Schedule will
- 5641 reflect an increase of 1.57% over the schedule of the previous year.
- 5642
- 5643 b. For the 2025-2026 academic year, the Full-time Academic Salary Schedule will
- 5644 reflect an increase of 3.43% over the schedule of the previous year.
- 5645
- 5646 c. For the 2026-2027 academic year, the Full-time Academic Salary Schedule will
- 5647 reflect an increase of 3.58% over the salary schedule of the previous year.
- 5648
- 5649 30.9 In 2026-2027, the District and the Association agree to re-open negotiations on salary if
- 5650 any of the following conditions exist:
- 5651
- 5652 a. The cost-of-living adjustment (COLA) funded by the State of California exceeds
- 5653 3.43% for 2025-2026.
- 5654 b. The cost-of-living adjustment (COLA) funded by the State of California exceeds
- 5655 3.58% for 2026-2027.
- 5656 c. The cost-of-living adjustment (COLA) funded by the State of California is equal
- 5657 to or less than 2.08% for 2026-2027.
- 5658
- 5659
- 5660
- 5661
- 5662
- 5663
- 5664
- 5665
- 5666
- 5667
- 5668
- 5669
- 5670
- 5671
- 5672
- 5673
- 5674
- 5675
- 5676
- 5677
- 5678
- 5679
- 5680
- 5681
- 5682
- 5683
- 5684
- 5685

ARTICLE 31
RETIRED FACULTY BENEFITS

5686
5687
5688
5689 31.1. Retirement Incentive Programs
5690

5691 Faculty members may participate in retirement incentive programs established by the
5692 Board of Trustees in compliance with the California Educ. Code.
5693

5694 31.2. Reduced Workload with Full Retirement Credit (Educ. Code §§87483 and 22713)
5695

5696 The Board of Trustees will permit full-time faculty members to reduce their workload
5697 from full-time to part-time and have their retirement benefits based upon full-time
5698 employment in accordance with the provisions of Education Code Sections 87483 and
5699 22713.
5700

5701 Faculty members who meet requirements may submit a request to the Vice Chancellor of
5702 Human Resources to reduce their workloads from full-time to part-time and, if approved,
5703 shall receive the retirement service credit they would have received if they were
5704 employed on a full-time basis. If approved, both the faculty member and the District shall
5705 make contributions to the State Teachers Retirement System (STRS) in the amount that
5706 would have been contributed if the member were employed on a full-time basis.
5707

5708 Reduced workloads under this Article shall be in accordance with Education Code
5709 sections 87483 and 22713 and subject to CalSTRS guidelines.
5710

5711 The following are the rules and regulations for the implementation of the optional
5712 reduced load program with full retirement credit.
5713

- 5714 1. The option of reduced load may be exercised upon mutual agreement of both
5715 the District and the faculty member. Once the option is exercised, it is not
5716 revocable, and the faculty member may not return to a full-load, full-time
5717 status, unless agreed to by the Board of Trustees.
5718
- 5719 2. To be eligible to start the optional reduced load program, the faculty member
5720 must be fifty-five (55) years of age before the beginning of the academic
5721 semester in which the reduction in workload starts and been employed in a
5722 full-time position to perform creditable service under the Defined Benefit
5723 (DB) program each year of the five academic years immediately preceding the
5724 first year in which the faculty member's workload is reduced, without having
5725 a break in service.
5726
- 5727 3. The faculty member must have been employed full-time as an academic
5728 employee of the District for at least ten (10) years prior to the request for
5729 reduced load.
5730

- 5731
5732
5733
5734
5735
5736
5737
5738
5739
5740
5741
5742
5743
5744
5745
5746
5747
5748
5749
5750
4. Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time faculty member the same benefits provided a regular full-time (100%) faculty member.
 5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty member.
 6. The minimum reduced load shall be the equivalent of one-half (½) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.
 7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:
 - a. 100% of one semester and 0% of the other semester, or
 - b. 50% each semester, or
 - c. Any assignment that will average 50% or more for two (2) semesters of the academic year.

5751 An applicant for the optional reduced load program must submit an application for the
5752 optional reduced load program no later than February 1st for the following academic year.
5753

5754 Effective January 1, 2018:
5755

- 5756
- Participation in the Reduced Workload Program is not automatically terminated if a member performs creditable service on a full-time basis when the member was supposed to have a reduced workload. Therefore, unless the member and employer have a mutual agreement to terminate participation in the program, the school years in which a member performs creditable service on a full-time basis will still be included in the ten (10)-school year maximum for which the member is permitted to participate in the program.
 - If an employee whose agreement was terminated wishes to participate in the program again, any subsequent agreement to reduce the member's workload must meet all the eligibility requirements and a new Reduced Workload Program Eligibility Certification Application (ES-1161) must be submitted to CalSTRS.
- 5763
5764
5765
5766
5767
5768

5769 It is the intent of the parties that this program be carried out in compliance with
5770 Government Code §20815, Educ. Code §§22713, 87483, 89516, and any other
5771 applicable law.
5772

5773 31.3. Health and Medical Benefits for Retirees 5774

- 5775
- a. To be eligible for health and medical benefits after retirement, the faculty member must retire in good standing. Specifically, a faculty member who retires or resigns after formal charges have been served by the District supporting termination of employment but prior to the conclusion of an evidentiary hearing is
5776
5777
5778

5779 no longer eligible to receive retiree health and medical benefits. Should the
5780 faculty member proceed to an evidentiary hearing, the faculty member shall be
5781 put on paid administrative leave and retain health benefits throughout the
5782 evidentiary hearing and until a decision is rendered but shall lose all rights to
5783 those benefits should the District prevail at the conclusion of the hearing. The
5784 faculty member in good standing shall concurrently retire from the District and
5785 STRS, and notify the District of their retirement from STRS by providing proof
5786 acceptable to the District of such retirement. If the retiree returns to active full-
5787 time service in a STRS or PERS contracting district/entity they shall notify the
5788 District and the applicable insurance plan administrator of such action, at which
5789 time the benefits for both the retiree and their dependents as described in this
5790 provision shall cease.

5791
5792 Nothing in Article 31.4.a (above) precludes the district from exercising its rights
5793 under Education Code 87735.
5794

5795 b. Present medical, vision, and dental benefits for those retirees who were employed
5796 full-time by the District for ten (10) years immediately preceding the date of
5797 retirement and who have reached the age of fifty-five (55), and who meet the
5798 eligibility requirements described in section A above, and for the dependents of
5799 eligible retirees, shall continue until the retiree reaches the age of Medicare
5800 eligibility.

5801
5802 c. Medicare Eligibility and Continuation of Benefits
5803

5804 (1) The District will provide supplemental medical coverage for the retired
5805 faculty member, provided the retiree has purchased Medicare A and B
5806 coverage.

5807
5808 (2) If the retiree has reached the age of Medicare eligibility but does not
5809 qualify for Medicare, benefits for the retiree will continue under the
5810 following circumstances:

5811
5812 (a) The purchase of such coverage is permitted by the health carrier;
5813 and

5814
5815 (b) The retiree pays the full cost of the medical insurance, including
5816 any penalty, fee or other cost imposed by the insurance carrier if
5817 the retiree has not purchased Medicare A and B coverage.

5818 (3) If the retiree has reached the age of Medicare eligibility but a dependent
5819 has not reached such age, benefits for the dependent may continue under
5820 the following circumstances:

5821
5822 (a) The purchase of such coverage is permitted by the health carrier;
5823

- 5824 (b) The retiree has purchased Medicare A and B coverage, if eligible
5825 to purchase such coverage; and
5826
- 5827 (c) The retiree pays an amount equal to the cost of the full-time faculty
5828 member health benefit package, less the District's cost of the
5829 supplemental medical coverage for the retiree. For example, if the
5830 cost of the health benefit package for a full-time faculty member is
5831 \$1000 per month, and the District's cost for supplemental
5832 insurance for the retiree is \$600 per month, the cost to the retiree
5833 for continued dependent health benefits would be \$400 per month.
5834 If the retiree is not eligible for Medicare, the retiree shall also pay
5835 any penalty, fee or other cost imposed by the insurance carrier.
5836
- 5837 (d) In any given year, the increase will not be greater than 10% over
5838 the prior year cost for this coverage.
5839
- 5840 (4) If both the retiree and their dependent have reached the age of Medicare
5841 eligibility, the retiree may purchase for the dependent, through the
5842 District's health benefit providers, supplemental health coverage
5843 equivalent to that provided for the retiree so long as:
5844
- 5845 (a) Such purchase is permitted by the health carrier;
5846
- 5847 (b) The retiree and the dependent have purchased Medicare A and B
5848 coverage, if eligible to purchase such coverage; and
5849
- 5850 (c) The retiree pays an amount equal to the District's cost for the
5851 retiree's supplemental health coverage. If the retiree or dependent
5852 is not eligible for Medicare, the retiree shall also pay any penalty,
5853 fee or other cost imposed by the insurance carrier.
5854
- 5855 (5) If the retiree is under the age of Medicare eligibility but the dependent has
5856 reached such age, health benefits for the dependent will continue under the
5857 following circumstances:
5858
- 5859 (a) Such purchase is permitted by the health carrier;
5860
- 5861 (b) The dependent has purchased Medicare A and B coverage, if
5862 eligible to purchase such coverage; and
5863
- 5864 (c) If the dependent is not eligible for Medicare or otherwise fails to
5865 purchase Medicare A and B coverage, the retiree shall pay any
5866 penalty, fee or other cost imposed by the insurance carrier.
5867

5868 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
5869 vision and dental benefits, for both themselves and for dependents, through the
5870 District's providers so long as:

5871

5872 (1) Such purchase is permitted by the health carrier;

5873

5874 (2) Benefits for retirees are grouped in a separate rate from the active/early
5875 retirees' group; and the retiree pays the full cost of such benefits.

5876

5877 e. Other coverage for the faculty member and coverage for the dependents is subject
5878 to applicable state and federal laws providing for such coverage.

5879

5880 31.5. Emeritus Faculty Privileges

5881

5882 a. Eligibility

5883

5884 Any full-time faculty member who retires from the District in good standing shall
5885 receive emeritus status. However, if a faculty member retires while on an
5886 administrative leave or while under investigation by the District, and they desire
5887 emeritus status, the retiring faculty member must submit a request for emeritus
5888 status to the Vice Chancellor of Human Resources. The Vice Chancellor of
5889 Human Resources will submit the matter to a special panel composed of two
5890 members appointed by the Academic Senate and two members appointed by the
5891 college president, and a fifth member to be determined by the appointed panel
5892 members. The special panel will make a recommendation to the Board of
5893 Trustees, which will determine whether to grant emeritus status to the faculty
5894 member. If the Board should elect not to follow the panel's recommendation, a
5895 written explanation of the Board's decision and its reasons will be made to the
5896 members of the panel.

5897

5898 b. Privileges

5899

5900 (1) Faculty members granted Emeritus status will be issued official college
5901 identification designating their status.

5902

5903 (2) Emeritus faculty will be granted lifetime, library and faculty parking
5904 privileges, access to District-sponsored events, and upon request email
5905 access. These privileges may be revoked by the District at the
5906 recommendation of the Vice Chancellor of Human Resources by a special
5907 panel composed of two members appointed by the Academic Senate and
5908 two members appointed by the College President, and a fifth member to
5909 be determined by the appointed panel members. The determination of the
5910 special panel shall be final.

5911

5912



South Orange County
Community College District

ACADEMIC SALARY SCHEDULES

Academic Years 2024-2025 through 2026-2027

**Full-time Academic Salary Schedule - Annual
2024-2025
1.57% Increase
Effective Fall Semester 2024**

Range	I	II	III	IV	V
Step					
01	83,818	88,475	93,132	97,789	102,446
02	86,922	91,579	96,236	100,893	105,550
03	90,026	94,683	99,340	103,997	108,654
04	90,026	97,787	102,444	107,101	111,758
05	93,130	100,891	105,548	110,205	114,862
06		103,995	108,652	113,309	117,966
07		107,099	111,756	116,413	121,070
08		110,203	114,860	119,517	124,174
09		110,203	117,964	122,621	127,278
10		113,307	121,068	125,725	130,382
11			124,172	128,829	133,486
12			127,276	131,933	136,590
13			130,380	135,037	139,694
14			130,380	138,141	142,798
15			133,484	141,245	145,902
16				144,349	149,006
17				147,453	152,110
18				150,557	155,214
19				150,557	158,318
20				153,661	161,422
21					164,526
22					167,630
23					170,734
24					170,734
25					173,838

Doctoral Stipend: \$4,694

**Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)
Effective Fall Semester 2024**

2.32% Increase							
Classroom¹:	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,985	2,064	2,143	2,222	2,301	2,380
Equivalent Hourly LHE Rate (for STRS)	119.58	124.34	129.10	133.86	138.61	143.37	148.13

1 Includes student consultation time

2.34% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,704	1,772	1,840	1,908	1,976	2,044
Equivalent Hourly LHE Rate (for STRS)	102.65	106.75	110.84	114.94	119.04	123.13	127.23
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							63.61

2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE

0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,210
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
Effective Fall Semester 2024**

Range	I	II	III	IV	V
Step					
01	470.89	497.05	523.21	549.38	575.54
02	488.33	514.49	540.65	566.81	592.98
03	505.76	531.93	558.09	584.25	610.42
04	505.76	549.37	575.53	601.69	627.85
05	523.20	566.80	592.97	619.13	645.29
06	-	584.24	610.40	636.57	662.73
07		601.68	627.84	654.01	680.17
08		619.12	645.28	671.44	697.61
09		619.12	662.72	688.88	715.04
10		636.56	680.16	706.32	732.48
11		-	697.60	723.76	749.92
12			715.03	741.20	767.36
13			732.47	758.63	784.80
14			732.47	776.07	802.24
15			749.91	793.51	819.67
16			-	810.95	837.11
17				828.39	854.55
18				845.83	871.99
19				845.83	889.43
20				863.26	906.87
21				-	924.30
22					941.74
23					959.18
24					959.18
25					976.62

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	334.55	347.87	361.18	374.49	387.81	401.12	414.44
Non-Classroom	225.42	234.44	243.46	252.47	261.49	270.51	279.52

**Full-time Academic Salary Schedule - Annual
2025-2026
3.43% Increase
Effective Fall Semester 2025**

Range	I	II	III	IV	V
Step					
01	86,693	91,509	96,325	101,141	105,957
02	89,904	94,720	99,536	104,352	109,168
03	93,115	97,931	102,747	107,563	112,379
04	93,115	101,142	105,958	110,774	115,590
05	96,326	104,353	109,169	113,985	118,801
06		107,564	112,380	117,196	122,012
07		110,775	115,591	120,407	125,223
08		113,986	118,802	123,618	128,434
09		113,986	122,013	126,829	131,645
10		117,197	125,224	130,040	134,856
11			128,435	133,251	138,067
12			131,646	136,462	141,278
13			134,857	139,673	144,489
14			134,857	142,884	147,700
15			138,068	146,095	150,911
16				149,306	154,122
17				152,517	157,333
18				155,728	160,544
19				155,728	163,755
20				158,939	166,966
21					170,177
22					173,388
23					176,599
24					176,599
25					179,810

Doctoral Stipend: \$4,855

**Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)
Effective Fall Semester 2025**

4.13% Increase							
Classroom¹:	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,067	2,150	2,233	2,316	2,399	2,482
Equivalent Hourly LHE Rate (for STRS)	124.52	129.52	134.52	139.52	144.52	149.52	154.52

1 Includes student consultation time

4.11% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,774	1,845	1,916	1,987	2,058	2,129
Equivalent Hourly LHE Rate (for STRS)	106.87	111.14	115.42	119.70	123.98	128.25	132.53
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							66.27

2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE

0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,210
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
Effective Fall Semester 2025**

Range	I	II	III	IV	V
Step					
01	487.04	514.10	541.15	568.21	595.26
02	505.08	532.13	559.19	586.25	613.30
03	523.12	550.17	577.23	604.29	631.34
04	523.12	568.21	595.27	622.33	649.38
05	541.16	586.25	613.31	640.37	667.42
06	-	604.29	631.35	658.40	685.46
07		622.33	649.39	676.44	703.50
08		640.37	667.43	694.48	721.54
09		640.37	685.47	712.52	739.58
10		658.41	703.51	730.56	757.62
11		-	721.54	748.60	775.66
12			739.58	766.64	793.70
13			757.62	784.68	811.74
14			757.62	802.72	829.78
15			775.66	820.76	847.81
16			-	838.80	865.85
17				856.84	883.89
18				874.88	901.93
19				874.88	919.97
20				892.92	938.01
21				-	956.05
22					974.09
23					992.13
24					992.13
25					1,010.17

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	348.37	362.36	376.35	390.34	404.33	418.31	432.3
Non-Classroom	225.42	234.44	243.46	252.47	261.49	270.51	279.52

**Full-time Academic Salary Schedule - Annual
2026-2027
3.58% Increase
Effective Fall Semester 2026**

Range	I	II	III	IV	V
Step					
01	89,797	94,786	99,775	104,764	109,753
02	93,123	98,112	103,101	108,090	113,079
03	96,449	101,438	106,427	111,416	116,405
04	96,449	104,764	109,753	114,742	119,731
05	99,775	108,090	113,079	118,068	123,057
06		111,416	116,405	121,394	126,383
07		114,742	119,731	124,720	129,709
08		118,068	123,057	128,046	133,035
09		118,068	126,383	131,372	136,361
10		121,394	129,709	134,698	139,687
11			133,035	138,024	143,013
12			136,361	141,350	146,339
13			139,687	144,676	149,665
14			139,687	148,002	152,991
15			143,013	151,328	156,317
16				154,654	159,643
17				157,980	162,969
18				161,306	166,295
19				161,306	169,621
20				164,632	172,947
21					176,273
22					179,599
23					182,925
24					182,925
25					186,251

Doctoral Stipend: \$5,029

**Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)
Effective Fall Semester 2026**

8.66% Increase							
Classroom¹:	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,246	2,336	2,426	2,516	2,606	2,696
Equivalent Hourly LHE Rate (for STRS)	135.30	140.72	146.14	151.57	156.99	162.41	167.83

1 Includes student consultation time

8.68% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,928	2,005	2,082	2,159	2,236	2,313
Equivalent Hourly LHE Rate (for STRS)	116.14	120.78	125.42	130.06	134.70	139.34	143.98
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							71.99

2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE

0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,210
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
Effective Fall Semester 2026**

Range	I	II	III	IV	V
Step					
01	504.48	532.51	560.53	588.56	616.59
02	523.16	551.19	579.22	607.25	635.28
03	541.85	569.88	597.90	625.93	653.96
04	541.85	588.56	616.59	644.62	672.65
05	560.53	607.25	635.28	663.30	691.33
06	-	625.93	653.96	681.99	710.02
07		644.62	672.65	700.67	728.70
08		663.30	691.33	719.36	747.39
09		663.30	710.02	738.04	766.07
10		681.99	728.70	756.73	784.76
11		-	747.39	775.42	803.44
12			766.07	794.10	822.13
13			784.76	812.79	840.81
14			784.76	831.47	859.50
15			803.44	850.16	878.19
16			-	868.84	896.87
17				887.53	915.56
18				906.21	934.24
19				906.21	952.93
20				924.90	971.61
21				-	990.30
22					1,008.98
23					1,027.67
24					1,027.67
25					1,046.35

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	378.54	393.71	408.88	424.04	439.21	454.38	469.55
Non-Classroom	225.42	234.44	243.46	252.47	261.49	270.51	279.52

Column I/1*

- Bachelor's Degree.

Column II/2*

- Master's Degree, or
- Bachelor's Degree plus 40 semester units, including Master's Degree.

Column III/3*

- Master's Degree plus 20 semester units, or
- Bachelor's Degree plus 50 semester units, including Master's Degree.

Column IV/4*

- Master's Degree plus 40 semester units, or
- Bachelor's Degree plus 70 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.

Column V/5*

- Earned Doctorate, or
- Master's Degree plus 60 semester units, or
- Bachelor's Degree plus 90 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

*Full-time Faculty use column designators I-V, Part-time Faculty use column designators 1-5



South Orange County Community College District

Faculty Performance Evaluation Template

Faculty Name:	<input style="width: 90%;" type="text"/>		
Position:	<input style="width: 90%;" type="text"/>		
Date of Evaluation:		Department:	<input style="width: 70%;" type="text"/>
Evaluation Period: From:	<input style="width: 20%;" type="text"/>	To:	<input style="width: 20%;" type="text"/> Example: mm/dd/yyyy

The items listed below describe the criteria according to which the faculty member is to be evaluated.

- Using the scale provided, rate the performance of the faculty member over the evaluation period on each item.
- The evaluator shall not base their evaluation of a faculty member on any information that was not collected through the evaluation procedures. Hearsay statements shall be excluded from written evaluations per the Academic Employee Master Agreement, Article 17.1.c.(5).(c); Article 17.2.b.(5).(c); and Article 17.3.b.(5).(c).
- Any rating of 1 or 2 must be explained and documentation of items requiring direct observation must be recorded in the appropriate section below.
- Any individual item rated **1 or 2** may have a performance improvement plan noted in the appropriate section.
- **For full-time faculty, an overall rating of 1 or 2 must have a performance improvement plan.**
- Any rating of 5 should have an explanatory comment.

Rating Scale:

5 – Exemplary	This rating implies that the individual's performance reflects the highest degree of productivity and effectiveness. This rating should be used when the individual has demonstrated exceptional ability that is especially noteworthy or markedly apparent.
4 – Exceeds Standards	This rating implies that the individual's performance exceeds the standards for the given criteria. The individual is effective and productive.
3 – Meets Standards	This rating implies that the individual's performance meets the standard. The individual is effective and productive.
2 – Partially Meets Standards	This rating implies that the individual's performance partially meets the standards for the given criteria. There are areas of deficiency or ineffectiveness; it is expected that with increased attention to those areas, the individual's performance will subsequently meet the standards.
1 – Unsatisfactory	This rating implies that the individual's performance has completely failed to meet the standards for the given criteria. A significant deficiency or lack of effectiveness is observed.

All Faculty Members

Competency	Description	Rating
<p>I. A. Professional Growth and Development</p>	<p>Full and part-time faculty:</p> <ul style="list-style-type: none"> • Maintains currency in discipline knowledge. • Practices continuous development of teaching pedagogies/andragogies. • Maintains currency in instructional technologies to improve quality of work. 	
	<p>Full-time faculty only:</p> <ul style="list-style-type: none"> • Fulfills Professional Development obligation as described in the Master Agreement and reports its completion. 	
<p>Comments:</p>		
<p>I.B. Adherence to District Policies/Master Agreement</p>	<p>Full and part-time faculty:</p> <ul style="list-style-type: none"> • Follows the regulations, policies, and procedures of the college and district as published. • Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes. • Completes all program/college/district reporting deadlines on time. • Completes and submits required documents in a timely manner. • Follows district and college policies and procedures when applying for and accepting grants and other instructional resources. • Teaches classes during the scheduled time and at the assigned location. • Submits final grades, positive attendance, and other related documents by the announced deadline. • Meets workload obligations. 	
	<p>Full-time faculty only:</p> <ul style="list-style-type: none"> • Participates in curriculum development and program review. • Schedules and maintains regular office hours as required and provides a copy of that schedule to the division/school dean each semester. 	
<p>Comments:</p>		

<p>I.C. Student Relations</p>	<ul style="list-style-type: none"> • Fosters professional relationships with students and encourages open faculty/student interaction. • Maintains a professional atmosphere that is conducive to learning. • Considers the academic and individual needs of each student and, when appropriate, refers the student for additional assistance from other college services. • Demonstrates awareness of and sensitivity to cultural, ethnic, gender, and other individual differences in interactions with students. 	
<p>Comments:</p>		
<p>I.D. Faculty, Staff, and Administration/Management Relations</p>	<ul style="list-style-type: none"> • Develops positive professional relationships. • Responds to communications when appropriate. • Demonstrates teamwork and willingness to support program/college/district initiatives. • Consults with department chair and/or dean on matters pertaining to departmental issues and concerns. 	
<p>Comments:</p>		
<p>I.E. College Service Contribution</p>	<p>Full-time faculty only:</p> <p>Completes college service contribution through participation in one or more of the following:</p> <ul style="list-style-type: none"> • Committee work on the department, division/school, college, and/or district level. • Non-classroom college, district, or community activities. • Meetings convened by division/school dean, vice president, president, and/or district administrators. • Department/division/school functions (e.g., advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events). 	

	<ul style="list-style-type: none"> • Student activities (e.g., club advisement and supervisor or student events). 	
Comments:		

I. Classroom Faculty Members

Competency	Description	Rating
II.A. Class Preparation	<ul style="list-style-type: none"> • Fulfills requirements of the Course Outline of Record. • Chooses appropriate course materials and assessment techniques for course objectives. • Submits course material information to the bookstore in a timely manner. • Develops and maintains course syllabi for assigned courses consistent with the Course Outline of Record. • Informs students of class procedures and policies at the beginning of the semester. • Makes available a course syllabus to all students and the division/school dean within the first week of class that covers the class requirements, SLOs, grading criteria, and attendance requirements. 	
Comments:		
II.B. Discipline Knowledge (Classroom)	<ul style="list-style-type: none"> • Demonstrates thorough knowledge of the subject matter through content presentation and ability to answer student questions related to the content. • Guides student learning consistent with student needs and the Course Outline of Record. 	
Comments:		
II.C. Instructional Delivery	<ul style="list-style-type: none"> • Uses classroom time efficiently. • Maintains an effective instructional environment in the classroom or its equivalent. • Makes use of instructional technologies and learning materials that support the lesson and enable student engagement. • Keeps the class discussion or lab focused. • Effectively guides student learning consistent with student. 	

	<ul style="list-style-type: none"> • Encourages and creates opportunities for students to ask questions and participate in class discussions. • Speaks clearly and at an appropriate pace. • Utilizes appropriate instructional modes of delivery (e.g. lecture, discussion, small group activities, whiteboard usage, technology, etc.). • Demonstrates consideration of differing perspectives. • Encourages student learning, critical thinking, and academic initiative. 	
<p>Comments:</p>		
<p>II.D. Student Contact and Communication</p>	<ul style="list-style-type: none"> • Establishes and maintains a framework for regular and sustained contact with and among students. • Keeps students informed of their class progress. • Responds to and evaluates student work in a reasonable amount of time. • Responds to student communications when appropriate and in accordance with course policies as outlined in the syllabus. • Effectively responds to students' questions/concerns. 	
<p>Comments:</p>		
<p>II.D. Student Contact and Communication</p>	<ul style="list-style-type: none"> • Establishes and maintains a framework for regular and sustained contact with and among students. • Keeps students informed of their class progress. • Responds to and evaluates student work in a reasonable amount of time. • Responds to student communications when appropriate and in accordance with course policies as outlined in the syllabus. • Effectively responds to students' questions/concerns. 	
<p>Comments:</p>		

III. Counselors/Learning Disability Specialists

Competency	Description	Rating
III.A. Preparation and Implementation	<ul style="list-style-type: none"> Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines. Chooses appropriate materials and techniques for workshops and advisement. 	
Comments:		
III.B. Discipline Knowledge (Counselors/Learning Disabilities Specialists)	<ul style="list-style-type: none"> Demonstrates knowledge of college departments, articulation agreements with four-year institutions, processes for determining course equivalencies with other institutions, and community resources and agencies related to guidance and counseling. Effectively administers and interprets appropriate tests (onsite or online) to support student success. Employs appropriate theories and techniques to facilitate student development. 	
Comments:		
III.C. Counseling Delivery	<ul style="list-style-type: none"> Provides comprehensive academic, career, and personal counseling to students. Provides guidance and information to students regarding the selection of major, choice of job/career path, and creation of academic plans. Develops and coordinates intervention strategies (ex. at risk students). Employs knowledge and skills necessary to counsel students about matriculation processes, college programs, and transfer requirements. Effectively uses technology and databases necessary to assist students in achieving their academic goals. Provides crisis intervention and support as appropriate. Effectively uses student contact time. Responds appropriately to student needs. 	
Comments:		

III.D. Student Referral and Follow-up	<ul style="list-style-type: none"> • Effectively confers with faculty and staff regarding individual students when appropriate. • Refers students to campus support services and community agencies when appropriate. • Responds to and advises students on progress in a reasonable timeframe. 	
Comments:		

V. Librarians

Competency	Description	Rating
IV.A. General Duties and Responsibilities	<ul style="list-style-type: none"> • Supports library rules and regulations. • Assists in the preparation of reports on library activities and resources. • Coordinates with the dean regarding directing and overseeing the day-to-day duties of library assistants, technicians, and student aides. • Communicates clearly and effectively with colleagues, faculty, students, and other library users. • Demonstrates knowledge and competencies in emerging informational technology. • Completes assignments and projects in a timely manner. • Demonstrates knowledge of the library's collection. 	
Comments:		
IV.B. Inquiries and Reference Services	<ul style="list-style-type: none"> • Provides reference service to colleagues, students, faculty, and other library users. • Works with students in analyzing and understanding assignments and projects. • Advises and assists students in devising and executing a search strategy. • Recommends appropriate library resources. • Provides instruction in the use of reference materials. • Interacts in a courteous and approachable manner with library users. • Maintains currency in reference materials. 	
Comments:		

IV.C. Learning Material Acquisition and Maintenance	<ul style="list-style-type: none"> • Participates in the selection and deselection of learning resources materials within the general guidelines of the collection development policy. • Contributes to the processing and maintenance of learning resources. • Coordinates selection of library material with discipline experts. • Evaluates and recommends systems, equipment and software for all learning resource applications. • Utilizes data-driven evaluation of the library's collection and usage. 	
Comments:		
IV.D. Instructional Support	<ul style="list-style-type: none"> • Provides instruction, both formal and informal, in the use of library resources and services. • Confers with classroom faculty on library orientation activities for their classes. • When leading workshops, uses the time effectively and promotes student engagement. 	
Comments:		

V. Coaches

Competency	Description	Rating
V.A. Athletic Schedule, Events, and Activities	<ul style="list-style-type: none"> • Establishes and adheres to a schedule of scrimmages, practices, and competitions; and holds team meetings as needed. • Submits in a timely manner schedules for practice and competitive events to the dean/athletic director for approval. • Attends and coaches assigned practices and competitions. • Creates player development plans. • Maintains professional conduct in relation to all attendees and participants during competitive events. • Notifies the appropriate offices when an event has been postponed or cancelled. • Coordinates transportation, meals, and lodging for the team when necessary. • Cooperates with the athletics department in maintaining adequate and accurate records. 	
Comments:		
V.B. Athletic Eligibility and Recruitment	<ul style="list-style-type: none"> • Complies with the recruiting guidelines established by college administration and the California Community College Athletic Association (CCCAA). • Adheres to the athletic department academic eligibility procedures for student athletes. • Develops and implements a comprehensive and effective recruiting and retention plan. 	
Comments:		
V.C. Student Athletic Support and Academic Success	<ul style="list-style-type: none"> • Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success and transfer of student athletes. • Maintains contact with student athletes during the off-season and summer months. 	
Comments:		

VI. Summary of Workspace Evaluation

--

VII. Commendations

--

VIII. Recommendations and Plans for Performance Improvement

--

Supporting Documents

--

Peer Observations

Enter Peer Observer names and dates of observations.

Overall Assessment

Refer to rating descriptions when completing this section.

<input type="radio"/> 5 – Exemplary	<input type="radio"/> 4 – Exceeds Standards	<input type="radio"/> 3 – Meets Standards	<input type="radio"/> 2 – Partially Meets Standards	<input type="radio"/> 1 – Unsatisfactory
-------------------------------------	---	---	---	--

Calculated Rating:

Override Calculated Rating:

I have discussed my performance evaluation with my administrator. My signature does not imply that I agree.

Faculty Comments:

Faculty Signature: _____ Date: _____

Dean Comments:

Dean/Assistant Dean Signature: _____ Date: _____

Vice President Comments:

Vice President Signature: _____ Date: _____

President Comments:

President Signature: _____ Date: _____

Transfer of Evaluation Form

Part-Time Faculty Member Being Evaluated	
Dean's Designee/Evaluator	
Date of Initial Evaluation	
<p>This evaluation was initiated by the evaluator above, but is now being transferred over to the dean in accordance to Section 17.3.a.4.D.v because of the specific concerns listed below:</p>	
Evaluator Signature	
Date	



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Office of Human Resources

949.582.4850 | www.socccd.edu

Statement of Grievance – Academic

Grievant Name		Division/School	
	ATEP	Irvine Valley College	Saddleback College
Number		Date of Alleged Grievance	
Date of Last Informal Discussion		Date of Oral Response	

Specific Articles and Sections of Agreement Alleged to Have Been Violated:

Statement of Alleged Violation (Provide Complete Facts):

Relief Requested to Resolve this Grievance:

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD-FA

Date

Level One: Immediate Supervisor

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

Signature

Level Two: College President of Designee

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

Signature

Level Three: Chancellor or Designee

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

Signature

Level Four: Mediation

Determination on Alleged Grievance:				
Date of Receipt:			Date of Response:	
Disposition of Grievance:	Resolved		Denied	

Signature

Level Five: Request for Arbitration

This is notification that the SOCCCD Faculty Association hereby requests that this grievance be submitted to a neutral arbitrator. It is understood that both the District and Faculty Association shall be bound by all provisions of Article 15, Section D, of the Academic Employee Master Agreement.

Date of Receipt:		Date of Response:	
Disposition of Grievance:	Resolved	Denied	

Signature
SOCCCD Faculty Association Representative



Full-time faculty must complete and submit to your Division/School Dean at least one week prior to the beginning of the semester or summer in which the Workload Banking is desired. It is understood that this request is irrevocable and that once this form is submitted, the faculty member cannot be entitled to cash out unless the faculty member is no longer an employee of the District. In such a case, the rate of pay shall be at the rate of pay in effect at the time the banked workload credit was earned. It is further understood that a full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave. Banked workload leaves will be limited to once every eight (8) semesters. Faculty members may accumulate a maximum of twenty (20) LHE.

Saddleback College

Irvine Valley College

Name:

Last

First

Middle Initial

Division/School

Employee ID

Most recent Workload Banking Leave (if applicable)

Semester

Year

I hereby request that the class(es) in the overload assignment described below be banked for future use toward a semester leave of absence:

Fall 20____

Spring 20____

Summer 20____

ALL LHE AFFILIATED WITH THE TICKET NUMBERS BELOW WILL BE BANKED

Ticket Number	Course ID	Estimated LHE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
		Total _____

I hereby certify that I am a full-time faculty member and that I am banking the assignment(s) listed above. I understand that this decision is irrevocable unless this class must be changed to regular contract load due to a cancellation or other problem.

Signed

Date

NOTIFICATION TO:

Division/School Dean

Signature

Date

Vice President for Instruction or
Vice President for Student Services

Signature

Date



Workload Banking Leave Request

Workday Instructions

Step 1 – Log into Workday at <https://wd5.myworkday.com/socccd/login.flex> with your work email and password. If you have trouble logging in, contact the IT Service Desk for your college.

Saddleback: 949-582-4600

IVC: 949-451-5696

workday.
Workday

Sign In

Please use your college or district provided account

Email Address

Password

Login

Forgot Password | Help

South Orange County Community College District

Step 2 – Once logged in, enter “create request” into the search field at the top of the screen.

create request

Step 3 – Select Workload Banking Leave Request in the Request Type prompt.

Create Request

Request Type * Workload Banking Leave Request

OK Cancel

Step 4 – Complete the request.

Workload Banking Leave Request 010

Eligibility Requirements to Request Workload Banking Leave:

1. A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.
2. Only full-time tenured faculty members may schedule a banked workload leave.
3. The faculty member must submit the Workload Banking Leave Request Form to their dean no later than **February 1st** for the Fall semester and no later than **September 1st** for the Spring semester.
4. Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
5. Banked workload leaves will be limited to once every eight (8) semesters.
6. Faculty members who request to schedule banked workload leave will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, they will not be eligible to:

- work overload
- contract for extra assignments in the District
- work on a stipend or reassigned time
- work on any hourly assignments.

Requested year for Leave of Absence (Required)

- 2022
- 2023
- 2024
- 2025

Requested Semester for Leave of Absence (Required)

- Fall
- Spring

Enter the number of LHE Requested for Leave of Absence

I hereby certify that I am a tenured, full-time faculty member and I that I am requesting a workload banking leave of absence. (Required)

- Yes, I certify
- I decline to certify

Submit

Save for Later

Cancel

Questions? Contact Jake Munns in HR at jmunns@socccd.edu or 949-582-4463.