

South Orange County Community College District



**South
Orange
County**

**Community
College District**

**ACADEMIC EMPLOYEE
COLLECTIVE BARGAINING
AGREEMENT
2024 – 2027**

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities while providing an academic and work environment free of unlawful discrimination and harassment that respects the dignity of all individuals and groups.

As detailed in the District's [Board Policy and Administrative Regulation 3430 Unlawful Harassment and Discrimination Prevention and Complaints](#), the District shall provide access to its services, classes, and programs without regard to national origin, immigration status, religion, age, gender, gender identity, gender expression, race, ethnicity, color, medical condition, military and veteran status, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

Questions concerning discrimination or harassment may be referred to the District's Title IX Coordinator and/or designated college officers:

South Orange County Community College District

Karen Dubert, Title IX Coordinator
District Director of Employee Relations & Title IX Officer
kdubert@socccd.edu; (949) 582-4395
28000 Marguerite Parkway, Mission Viejo, CA 92692

Saddleback College

Dr. Jennifer LaBounty, Saddleback College Title IX Officer
Vice President for Student Services
jlabounty@saddleback.edu; (949) 582-4566
Administration Building, 28000 Marguerite Parkway, Mission Viejo, CA 92692

Dr. Penelope Skaff, Section 504/Title II Coordinator
Dean of Counseling and Special Programs
pskaff@saddleback.edu; (949) 582-4573
Gateway Building, 28000 Marguerite Parkway, Mission Viejo, CA 92692

Irvine Valley College and Advanced Technology and Education Park (ATEP)

Dr. Martha McDonald, Irvine Valley College Title IX Officer and Section 504/Title II Coordinator
Vice President for Student Services
mmcdonald@ivc.edu; (949) 451-5624
Administration Building, 5500 Irvine Center Drive, Irvine CA, 92618

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 - Course Content, Copyright Materials, and Intellectual Property Rights	23
Working Conditions	Article 14 - Assignment, Contract Year, Hours Of Service, And Professional Duties.....	27
	Article 15 - Workload.....	32
	Article 16 - Part-Time Faculty.....	54
	Article 17 - Evaluations	55
	Article 18 - Personnel Files.....	75
	Article 19 - Transfers.....	77
	Article 20 - Travel.....	78
	Article 21 – Health and Safety.....	79
	Article 22 - Lay-Off Procedures	81
	Article 23 - Discipline Procedures.....	85
	Article 24 - Federal And State Statutes Regarding Harassment And Discrimination	86
	Article 25 - Grievance Procedures.....	87
	Article 26 - Bonded Sabbatical And Professional Development.....	93
Benefits	Article 27 - Benefits.....	101
	Article 28 - Workload Banking Program.....	106
	Article 29 - Leaves.....	110
	Article 30 - Wages.....	120
	Article 31 - Retired Faculty Benefits.....	128
	Appendix A: Academic Salary Schedules.....	133
	Appendix B: Academic Evaluation Tool.....	144
Appendix C: Transfer of Evaluation.....	155	
Appendix D: District Grievance Form.....	156	

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

**ARTICLE 1
AGREEMENT**

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

- 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.

ARTICLE 2
EFFECT OF AGREEMENT

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

- 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**

91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
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

3.1. Savings Clause

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

3.2. Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

**ARTICLE 4
DEFINITIONS**

137
138
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

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.

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.

CCR

The California Code of Regulations.

CHANCELLOR

South Orange Community College District chancellor.

183 CLOCK HOUR
184 Sixty (60) minutes.
185

186 COLLECTIVE BARGAINING AGREEMENT
187 The negotiated collective bargaining agreement between the South Orange County
188 Community College District as a public school employer and the Association as the
189 certified organization recognized as the exclusive representative of the full-time and part-
190 time faculty.
191

192 COLLEGE
193 The college (Irvine Valley College, Saddleback College) where a faculty member has a
194 primary assignment.
195

196 COLLEGE SERVICE
197 An activity and/or service that fulfills the faculty member’s contracted service obligation
198 outside of the faculty member’s load.
199

200 CONTACT HOUR
201 Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
202

203 CONTRACT YEAR
204 See Academic Year above.
205

206 COURSE OUTLINE OF RECORD
207 The Course Outline of Record (COR) is the state-approved curriculum that defines the
208 content and objectives, as well as provides examples of assignments, instructional
209 methodologies, and methods of evaluation.
210

211 DAY
212 A “day” is any day on which the District administrative offices are open for business.
213

214 DEAN/ACADEMIC ADMINISTRATOR
215 The administrator assigned to a specific division/school at a college.
216

217 DEPARTMENT CHAIR
218 A faculty member who, under the supervision of a dean/academic administrator, assists in
219 the administration of an academic department.
220

221 DISTRICT
222 The Governing Board (and its delegated administrators and managers) of the South
223 Orange County Community College District, which consists of Irvine Valley College,
224 Saddleback College, and their off-campus sites, including ATEP.
225

226 DUTY DAYS

227 The District has adopted a 178-day Academic Calendar (per Title 5 §§55700 et. seq. and
228 58120 of the CCR) within which each full-time faculty member fulfills their contracted
229 workload as specified in Articles 14 (Assignment, etc.) and 15 (Workload).
230

231 EDUCATION CODE (EDUC. CODE)

232 The California Education Code.
233

234 EERA

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

238 EXTRA DUTY DAYS

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

243 FACULTY

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

248 FACULTY MEMBER

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

252 FACULTY OBLIGATION NUMBER (FON)

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

258 FULL-TIME

259 A faculty member employed by the District full-time as defined in the Education Code.
260

261 FULL-TIME FACULTY EQUIVALENT DAY

262 The equivalent of 7.2 hours of instructional and prep time.
263

264 GRIEVANCE

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

268 GRIEVANT

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

272 IMMEDIATE FAMILY

273 Immediate family includes the following:

274

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

279

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

283

284 (3) A spouse;

285

286 (4) A registered domestic partner;

287

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

289

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

292

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

295

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

298

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

300

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

302

303 IMMEDIATE SUPERVISOR

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

305

306 INSTRUCTOR

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

309

310 LABORATORY (INSTRUCTIONAL ACTIVITY)

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

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

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

368 PRACTICUM (INSTRUCTIONAL ACTIVITY)

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

373 PRESIDENT

374 College president for each campus in the District.
375

376 PROBATIONARY FACULTY

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

381 PROFESSIONAL DEVELOPMENT OBLIGATIONS

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

386 REASSIGNED TIME

387 Time during which normal contractual duties are assigned to other activities.
388

389 SALARY SCHEDULE

390 The appropriate schedule as set forth in Appendix A.
391

392 SOCCCD

393 South Orange County Community College District.
394

395 STRS

396 California State Teachers Retirement System
397

398 TENURE REVIEW COMMITTEE (TRC)

399 A committee assigned to evaluate and assist probationary faculty members through the
400 tenure process
401

402 TENURED FACULTY

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

407 VICE CHANCELLOR

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

411
412 VICE PRESIDENT

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

415
416 WORKLOAD

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

419
420 WORKSITE

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

424
425
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

**ARTICLE 5
RECOGNITION**

454
455
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

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 (EERA), shall be excluded from the bargaining unit.

**ARTICLE 6
ASSOCIATION RIGHTS**

500
501
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

- 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 email, 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;

546 xx. Hire date.

547

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

551

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

555

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

565

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

569

570 (California Government Code §3558)

571

572 6.6. The District and the college administration shall consult with the Association on new or
573 modified fiscal or budgetary programs when this information is of concern to the
574 Association as it relates to items determined to be in the scope of representation under the
575 EERA.

576

577 6.7. Reassigned time without loss of compensation shall be provided to Association members
578 for negotiations and conducting Association business. Schedules of those faculty
579 members receiving reassigned time shall be mutually arranged by the faculty members,
580 the supervising college administrators and the District so as to minimize disruption to the
581 educational process and with the intent of allocating reasonable periods of time for
582 negotiations and the conducting of Association business. The following apply:

583

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

588

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

591

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

595
596 d. Additional LHE will be added for summer use only:
597
598 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary
599 Schedule for the president;
600
601 (2) One (1) LHE as described in the Part-time Classroom Academic Salary
602 Schedule, or during periods when the parties are in formal negotiations to
603 establish a new collective bargaining agreement, three (3) LHE, for the
604 chief negotiator.
605

606 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve
607 as an elected officer of the Association, or of any statewide or national public employee
608 organization with which the Association is affiliated, or to be used for local, state, or
609 national conferences, or for conducting other business pertinent to the Association's
610 affairs.
611

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

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

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

625 (Educ. Code §87768.5)
626

627 6.9. New Employee Orientation
628

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

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

637
638
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

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

683
684
685
686
687
688
689
690
691
692
693
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

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

ARTICLE 8
NEGOTIATION PROCEDURES

729
730
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

- 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**

775
776
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

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).

ARTICLE 10
ORGANIZATIONAL SECURITY

821
822
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

- 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

867
868
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

- 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 fifty-one (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

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

ARTICLE 12
BOARD POLICIES

959
960
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

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.

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

1005
1006
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

- 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

1050 or inventions. Salary paid to a faculty member during an approved sabbatical will
1051 not be considered extraordinary support.

1052
1053 13.3. Copyright and Intellectual Property Ownership

1054
1055 a. Faculty Ownership

1056
1057 (1) Faculty members will have ownership of any intellectual property,
1058 excluding works or inventions for hire, created in connection with and in
1059 support of teaching courses or other duties as employees of the District.

1060
1061 (2) Notwithstanding relevant provisions of the Copyright Act (Title 17,
1062 United States Code) and the Patent Act (Title 35, United States Code),
1063 except as provided in 13.3.b.(1) below, the faculty member will have the
1064 exclusive property right to any and all intellectual property that is the
1065 original product of their mind, time, talent, and effort, including the right
1066 to all royalties from the distribution, lease, or sale thereof, and except as
1067 otherwise provided in this Article, the District waives any property right to
1068 any such intellectual property. The District will have no claim of
1069 ownership to intellectual property produced by a faculty member under a
1070 grant awarded exclusively to that faculty member without fiscal
1071 participation by the District. The District will have no claim of ownership
1072 to intellectual property produced by a faculty member during a sabbatical
1073 unless that intellectual property has been developed as a work or invention
1074 for hire.

1075
1076 (3) No intellectual property will be a work or invention for hire unless the
1077 District has entered into a written agreement with the faculty member(s).
1078 In the absence of such an agreement, the intellectual property will be the
1079 property of the faculty member(s) who create(s) it. No faculty member
1080 will be involuntarily assigned to create a work or invention for hire.

1081
1082 b. District Ownership

1083
1084 (1) In the absence of a specific separate agreement between the faculty
1085 member(s) and the District as described in 13.3.c.(3) below, the District
1086 will have sole rights to and ownership of any intellectual property created
1087 as a work or invention for hire.

1088
1089 (2) The District will own the copyright to any work, such as a course outline
1090 of record, District or college administrative policy, or District or college
1091 information brochure formally reviewed by the District or the colleges for
1092 the purpose of inclusion in its curriculum, administrative or promotional
1093 material, or Board of Trustees, District or college policy.

1095 (3) The college will have the right of “non-exclusive license” to course
1096 content during the semester the course is taught and for a period not to
1097 exceed one year after course completion for the sole purpose of allowing
1098 students to complete a course for which the content was created and when
1099 the faculty member is no longer available to complete the course.
1100

1101 c. District and a Faculty Member Ownership
1102

1103 (1) In the absence of a specific separate agreement between a faculty member
1104 and the District as described in Section 13.3.c.(3) below, in the event that
1105 the District has provided extraordinary support for the development of
1106 intellectual property (including for intellectual property created under a
1107 grant), and the publication, distribution, performance, sale or other use of
1108 that intellectual property as authorized by the faculty member and/or the
1109 District results in income, the faculty member(s) will retain the right to
1110 exclusive ownership of the intellectual property, but the District will have
1111 the right to recover reimbursement for costs not to exceed the amount of
1112 the extraordinary support provided for that project.
1113

1114 (2) One or more faculty members may enter into a separate agreement with
1115 the District for the creation of intellectual property, including intellectual
1116 property developed under a grant, requiring the use of extraordinary
1117 support from the District. Such agreements will be in writing, and will
1118 determine the respective ownership interest of the faculty member(s) and
1119 the District in that intellectual property.
1120

1121 (3) If the creation of intellectual property requires rights (e.g., re-publication
1122 rights) to be acquired from third parties, such rights shall be acquired and
1123 paid for by the party who is to hold the ownership rights for that
1124 intellectual property. In a circumstance in which ownership rights for
1125 intellectual property are shared between the District and a faculty member
1126 or members, the cost of acquired rights will be shared proportionally to the
1127 amount of shared ownership.
1128

1129 d. Faculty-District Affiliation
1130

1131 (1) Faculty members who engage in publication or public presentation using
1132 any kind of media of works or inventions that they have created as a work
1133 or invention for hire or with extraordinary support from the District shall
1134 identify their relationship with the college or District during their term of
1135 employment by the District.
1136

1137 (2) The faculty member may request of the District exemption from this
1138 requirement, and the District may agree to exempt the faculty member
1139 from identifying their affiliation with the District or the college.

1140
1141
1142
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

- (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.

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

1186
1187
1188
1189
1190 14.1. Right of Assignment
1191

- 1192 a. The dean/academic administrator has the right to assign and/or approve each
1193 faculty member's workload. For course sections intended primarily for high
1194 school students, the assignment shall made by mutual agreement between the
1195 dean/academic administrator and the faculty member.
1196
- 1197 b. The dean/academic administrator and faculty member will mutually agree to
1198 office hours and the use of committee/college service hours. Office hours may be
1199 held online as mutually agreed upon between the dean/academic administrator
1200 and the faculty member. If mutual agreement is not reached, the appropriate vice
1201 president and the president of the Association or designee shall meet with the
1202 faculty member and the dean/academic administrator to reach mutual agreement.
1203
- 1204 c. Office hours will be published for students.
1205
- 1206 d. Full-time faculty members are expected to perform a portion of their contract
1207 workload at their campus worksite, except in circumstances involving a District-
1208 approved accommodation.
1209

1210 14.2. Contract Year
1211

1212 A contract year for full-time faculty members shall be 178 duty days divided into the
1213 traditional fall and spring semesters as published in the Academic Calendar.
1214

1215 14.3. Hours of Service
1216

- 1217 a. Full-time faculty members are expected to work an average of thirty-six (36)
1218 hours per week for a thirty (30) LHE yearly assignment. A typical semester
1219 workload shall be comprised of:
1220
- 1221 (1) Classroom Assignment:
1222
- 1223 (a) Fifteen (15) hours per week of classroom or equivalent instruction.
1224
- 1225 (b) Fifteen (15) hours per week for grading, record keeping, student
1226 advising, appointments, classroom preparation, and other
1227 professional duties as assigned.
1228
- 1229 (c) Five (5) office hours per week during each week of the semester,
1230 including finals' week.
1231

- 1232 (d) An average of one (1) hour per week of college service.
 1233
 1234 (2) Non-classroom Assignment (Librarians, Counselors, and Learning
 1235 Disability Specialists):
 1236
 1237 (a) Thirty (30) hours per week, including finals week, of direct student
 1238 contact, outreach, and program specific assignments, as assigned
 1239 by the dean/academic administrator.
 1240
 1241 (b) Five (5) office hours per week to be used primarily for student
 1242 follow-up, transcript evaluation, and/or other student-related work.
 1243
 1244 (c) An average of one (1) hour per week of college service.
 1245
 1246 (3) Reassignment:
 1247
 1248 (a) Faculty members who are on reassignment will perform two (2)
 1249 hours per week, including finals week, of work related to the
 1250 reassignment project for each LHE of reassigned time (as
 1251 described in article 15.9.b(2)).
 1252
 1253 (b) In consultation with the supervising administrator, faculty with
 1254 reassigned time may convert their office hours to reassigned work
 1255 proportionate to the amount of load being reassigned (e.g., a
 1256 faculty member with sixty percent (60%) reassigned time may
 1257 reduce their office hours by three (3) hours per week and convert
 1258 those hours to the same reassigned work to which they are
 1259 assigned).
 1260
 1261 (c) College service obligation remains the same as a normal load.
 1262
 1263 b. Part-time faculty members are expected to fulfill the following:
 1264
 1265 (1) Classroom Assignment:
 1266
 1267 (a) Provide one hour per week for each LHE of assigned classroom or
 1268 equivalent instruction.
 1269
 1270 (b) Provide one hour per week for each LHE of assigned classroom or
 1271 equivalent instruction for grading, record keeping, and classroom
 1272 preparation.
 1273
 1274 (c) Conduct an average of twenty (20) minutes of student consultation
 1275 and appointments per week, including finals' week, for each
 1276 assigned LHE of classroom or equivalent instruction. Such

- 1277 advisement may take place either in person, or through telephone
1278 or online (e.g., the approved District LMS or email) consultation.
1279
1280 (d) Classroom part-time faculty may be approved for up to 1.5 hours
1281 per semester of optional professional development training with a
1282 focus on effective and equitable teaching and learning practices or
1283 other DEIA related training in support of students. Additional
1284 hours of paid professional development may be approved by the
1285 appropriate vice president. Such training shall be paid at the hourly
1286 stipend rate.
1287
1288 (2) Non-classroom Assignment:
1289
1290 (a) Provide one hour per week, including finals week, of direct student
1291 contact, outreach, and program specific assignments, for each LHE
1292 of assigned advisement.
1293
1294 (b) Non-classroom part-time faculty may be approved for up to 1.5
1295 hours per semester of optional professional development training
1296 with a focus on effective and equitable teaching and learning
1297 practices or other DEIA related training in support of students.
1298 Additional hours of paid professional development may be
1299 approved by the appropriate vice president. Such training shall be
1300 paid at the hourly stipend rate.
1301

1302 14.4. Professional Duties within the Hours of Service

- 1303 a. Each faculty member shall:
1304
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

- 1323 (6) Respond to student academic concerns, as appropriate, in a timely manner.
1324
1325 (7) Report all personal absences to the dean/academic administrator as
1326 required by District policy.
1327
1328 (8) Respond to school/division requests in a timely manner (including but not
1329 limited to stipend approvals, teaching assignment requests, activity letters,
1330 and bookstore submissions, including ZTC/OER).
1331
1332 (9) Complete training once every two years in Title IX (20 U.S. Code §1681
1333 et seq.) / unlawful discrimination prevention; and any other training
1334 mandated by law. Complete up to four hours of additional training per
1335 academic year determined to be required; two of these will be directed by
1336 the District and two will be mutually agreed upon by the District and the
1337 Association. Part-time faculty members will receive compensation for
1338 training according to the appropriate stipend rate if required to attend.
1339
1340 (10) First-year probationary faculty members will attend college and District
1341 orientation meetings during the fall semester professional development
1342 week.
1343
1344 (11) Full-time faculty members shall participate in the commencement
1345 ceremony, unless participating in a different coincidental District duty
1346 (e.g., a coach attending an athletic competition which coincides with the
1347 commencement ceremony). Full-time faculty who fail to participate in the
1348 commencement ceremony shall report their absence per District policy
1349 and will have one-half (1/2) day of appropriate leave deducted.
1350
1351 (12) Tenured faculty members shall complete one (1) peer observation per
1352 semester, as described in Article 17. Tenured faculty members voluntarily
1353 serving as a peer observer for more than one (1) faculty member's peer
1354 observation per semester may apply this time to their college service
1355 requirement.
1356
1357 (13) Full-time faculty members shall complete their professional development
1358 obligations, calculated for full-time faculty members at 4.2 hours per
1359 professional development day (for example, if the approved academic
1360 calendar has nine (9) professional development days scheduled, the total
1361 obligation is 37.8 hours). A portion of a faculty member's professional
1362 development obligation hours must be fulfilled by DEIA designated
1363 programming or programming designed to increase teaching and learning
1364 effectiveness. These hours may be completed at any point during the
1365 contract year and must be entered into a District-designated repository by
1366 June 15.
1367

- 1368
1369
1370
1371
1372
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
- (14) Full-time faculty members shall provide an average of one (1) hour per week of college service as mutually agreed upon with their dean/academic administrator. 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:
 - 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/academic administrator.
 - (4) Professional development activities offered throughout the professional development calendar.

1414 **ARTICLE 15**
1415 **WORKLOAD**

1416
1417 15.1. Workload – General Provisions
1418

1419 All faculty members covered by the Master Agreement are by definition
1420 instructional/teaching faculty, and their regular contracted duties and responsibilities are
1421 instructional and teaching in nature.
1422

1423 15.2. Instructional Activities
1424

1425 a. Categories of Instructional Activities for which LHE is Assigned
1426

1427 For the purposes of determining faculty loads, each instructional activity will be
1428 assigned to one of the following five categories as defined in Article 4.
1429

- 1430 (1) Lecture
- 1431 (2) Laboratory
- 1432 (3) Practicum
- 1433 (4) Learning Center/Tutorial
- 1434 (5) Library, Counseling Services, and Learning Disability Specialists
1435 (Instructional Activities)
1436

1437 An application process to reclassify courses to a different category will be
1438 instituted by the District each spring semester. A committee comprised of
1439 representatives of the colleges and/or District Services, the Academic Senates of
1440 each college, and the Faculty Association will meet annually, when necessary, in
1441 order to consider these applications. Changes made during this process will go
1442 into effect the following spring semester.
1443

1444 b. Lecture, Laboratory, Practicum and Tutorial Assignments:
1445

- 1446 (1) Full-time faculty members who instruct lecture, laboratory, practicum and
1447 tutorial courses will be assigned 30-32 LHE per academic year. The
1448 normal load for full-time faculty shall be thirty (30) LHE per year,
1449 normally assigned as fifteen (15) LHE per semester. If load is over thirty
1450 (30) LHE, LHE in excess of thirty (30), but not to exceed thirty-two (32),
1451 will be paid from the appropriate academic salary schedule (see Appendix
1452 A). The final adjustment payment will be paid on the last working day of
1453 April to allow for adjustments from the fall and spring loads. LHE in
1454 excess of thirty (30), but not exceeding thirty-two (32), which are part of a
1455 faculty member's normal load will not be considered overload, and will
1456 not limit overload as allowed in this Agreement.
1457
- 1458 (2) The normal number of separate course preparations for a full-time faculty
1459 member's load per semester shall not exceed three (3). In special

1460 situations, with the agreement of the faculty member, a faculty member
 1461 may teach more than three (3) separate preparations. A faculty member
 1462 may be required, with the agreement of the Association, to teach more
 1463 than three (3), but no more than five (5), separate preparations in a given
 1464 semester when a faculty member cannot otherwise make load.
 1465

1466 (3) Lecture, laboratory, practicum and Learning Center/tutorial instruction
 1467 will be calculated on a contact hour (50 minute).
 1468

1469 (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per
 1470 academic year, calculated according to the following ratios:
 1471

	<u>Contact Hours</u>	<u>LHE for load</u>
1474 Lecture	1	1
1475 Laboratory	1	1
1476 Practicum	1.2 (5/6)	1
1477 Learning Center/Tutorial	2	1

1478
 1479 Example: Digital Photography 5/6 (units lecture/lab per week)
 1480

$$\begin{array}{rcl}
 1481 & 3 \text{ Hours Lecture} & = & 3 \text{ LHE} \\
 1482 & 6 \text{ Hours Practicum} & = & \underline{5 \text{ LHE}} \\
 1483 & & & 8 \text{ LHE for load}
 \end{array}$$

1484
 1485 (5) Lecture Provisions:
 1486

1487 (a) The dean/academic administrator will determine and approve
 1488 section cancellations.
 1489

1490 (b) The minimum section enrollment will be eighteen (18) for classes
 1491 capped at twenty-five (25) or below, or twenty-two (22) for a class
 1492 capped above twenty-five (25).
 1493

1494 (c) The dean/academic administrator may authorize a section with less
 1495 than the minimum enrollment for conditions such as academic
 1496 and/or pedagogic rationale, safety, limited number of workstations,
 1497 mandated program limits, academic sequential programs, program
 1498 completion, and intercollegiate athletics.
 1499

1500 (d) Large Lecture Assignments: Large lecture sections are those with
 1501 an enrollment of more than forty-five (45) students. The following
 1502 conditions apply:
 1503

1504 i. Large lecture sections must be pre-approved and scheduled
 1505 by the dean/academic administrator.

- 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
- 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.f. 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/academic administrator 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 Section 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/academic administrator. All academic employees are eligible to instruct a directed study section(s). The following conditions apply:

- 1551
1552
1553
1554
1555
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
- i. The dean/academic administrator 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/academic administrator.
 - 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 two hundred twenty-five (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 one hundred fifty (150) students.

1596 iii. A faculty member may not claim large lecture
 1597 compensation (see Section 15.2.b.(5).(d) above) for any
 1598 section which is used for the determination of Productivity
 1599 Incentive or Class Averaging as described above.
 1600

1601 c. Non-Classroom Assignments: Full-time faculty members who provide tutorial,
 1602 library, counseling and learning disability services will be assigned thirty (30)
 1603 LHE per academic year. Load hours will focus on direct student contact, outreach,
 1604 and program specific assignments. The dean/academic administrator has the right
 1605 to assign to and/or approve of each full-time faculty member's load.
 1606

1607 (1) Tutorial coordinators, librarians, learning disability specialists, and
 1608 counseling hours will be calculated on a clock hour (sixty (60) minutes)
 1609 basis (or portions thereof).
 1610

	<u>Clock Hours</u>	<u>LHE for Load</u>
1611		
1612		
1613	Tutorial Coordination	2
1614	Library	2
1615	Counseling	2
1616	Learning Disability	2
1617		

1618 (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):
 1619

1620 (a) Counselors and Librarians may be assigned a maximum of six (6)
 1621 LHE of classroom assignment per semester within their workload.
 1622

1623 (b) Learning Disability Specialists' assignments may vary.
 1624

1625 d. All Learning Center assignments will be exclusively tutorial.
 1626

1627 15.3. Overload
 1628

1629 a. All overload assignments are voluntary.
 1630

1631 b. The dean/academic administrator will consider full-time faculty for overload
 1632 assignments before part-time faculty members receive assignments. A full-time
 1633 faculty member's overload will be used to replace that faculty member's regular
 1634 load should classes get cancelled. If overload is used to make regular load, the
 1635 overload may not be replaced.
 1636

1637 c. Overload assignments may not exceed ten (10) LHE per semester. In an
 1638 emergency situation, an exception may be made that allows a faculty member to
 1639 exceed ten (10) LHE of overload with the approval of the College President.
 1640

1641 d. Only full-time faculty members can work overload.

1642 e. Instructional assignments outside the traditional fall and spring semester do not
1643 constitute an overload assignment.

1644
1645 f. Overload assignments will be calculated by the following ratios and compensated
1646 in accordance with the appropriate academic salary schedule:

1647

	<u>Contact Hours</u>	<u>LHE</u>
1648		
1649		
1650	Lecture	1
1651	Laboratory	1
1652	Practicum	1
1653	Learning Center/Tutorial	2

1654

	<u>Clock Hours</u>	<u>LHE</u>
1655		
1656		
1657	Tutorial Coordination	2
1658	Library	2
1659	Counseling	2
1660	Learning Disability	2

1661
1662 15.4. Part-Time Workload

1663
1664 Part-time faculty members may be assigned lecture and non-lecture workload
1665 assignments. The dean/academic administrator has the right to assign and approve each
1666 part-time faculty member's workload.

1667
1668 a. Part-time faculty members may accept employment and workload assignments.
1669 The following consideration, order of employment (offer), and conditions apply in
1670 order of priority for the fall and spring semesters:

1671
1672 (1) Full-time faculty members will receive their assigned workloads and
1673 appropriate overload(s).

1674
1675 (2) Part-time faculty members establish priority rehire eligibility and receive
1676 assignments as follows:

1677
1678 (a) Priority rehire eligibility is established in each program or
1679 department within each college separately, and is not transferable.

1680
1681 i. Classified employees and managers teaching part-time are
1682 not eligible for priority rehire eligibility.

1683
1684 ii. Assignments to coach an intercollegiate sport, related
1685 intercollegiate sections, and other part-time teaching
1686 assignments specifically connected to the intercollegiate

- 1687 coaching duties cannot be used to establish priority rehire
1688 eligibility for kinesiology/athletics assignments.
1689
- 1690 iii. Assignments to serve as a substitute instructor for a section
1691 for less than one hundred percent (100%) of the term for
1692 which the class is scheduled to run are not PRE eligible.
1693
- 1694 (b) The part-time faculty priority rehire eligibility list will be updated
1695 at the end of every fall semester to be used for the following
1696 academic year (fall/spring).
1697
- 1698 i. Part-time faculty who become eligible for priority rehire, as
1699 described below, will be added to the priority rehire
1700 eligibility list at the beginning of each spring semester for
1701 assignments in the subsequent fall and spring semester.
1702
- 1703 ii. Retired full-time faculty members returning to
1704 teaching/faculty service shall establish priority rehire
1705 eligibility based on the date that they were rehired as part-
1706 time faculty, providing they return to teaching/faculty
1707 service within three semesters after retirement.
1708
- 1709 iii. Part-time faculty who establish rehire eligibility during the
1710 same semester shall be ranked according to initial hire date
1711 as a part-time faculty member and added to the bottom of
1712 the priority rehire eligibility list in that order.
1713
- 1714 iv. In the event that the establishment of the seniority list in
1715 Section 15.4.a.(2).(b). results in two or more faculty
1716 members who have established priority rehire eligibility on
1717 the same day, a drawing shall be held to determine the
1718 order of seniority amongst them.
1719
- 1720 (c) To establish priority rehire eligibility, a part-time faculty member
1721 must:
1722
- 1723 i. have been first employed by the program or department
1724 within the college for at least three academic years;
1725
- 1726 ii. have held an assignment in the program or department
1727 within the college during three of the previous six fall and
1728 spring semesters; and
1729
- 1730 iii. have received an overall rating of “Meets Standards” or
1731 better in two consecutive evaluations as established in each
1732 program or department within the college;

1733
1734
1735
1736
1737
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

- a) For purposes of priority rehire eligibility, if a faculty member 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. 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.
 - 1) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.
 - 2) 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.
 - 3) 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,

1779 the evaluation that should have been completed will be
1780 considered as a “Meets Standards” evaluation if the offer of
1781 an assignment is made for the following semester.

1782
1783 This provision does not preclude the District from
1784 subsequently evaluating a faculty member in accordance
1785 with Article 17.

1786
1787 iv. have a medical certificate on file with Human Resources.
1788 (Educ. Code §87408.5)

1789
1790 (e) To maintain priority rehire eligibility, a part-time or retired full-
1791 time faculty member teaching part-time must meet the following
1792 conditions:

1793
1794 i. Maintain an overall rating of “Meets Standards” or better
1795 on evaluations conducted pursuant to Article 17 of this
1796 Agreement. If a faculty member does not receive a timely
1797 evaluation as specified in Section 17.3 of this Agreement,
1798 the evaluation that should have been completed will be
1799 considered as a “Meets Standards” evaluation if the offer of
1800 an assignment is made for the following semester.

1801
1802 This provision does not preclude the District from
1803 subsequently evaluating a faculty member in accordance
1804 with Article 17.

1805
1806 a) In the event that a part-time faculty member with
1807 priority rehire eligibility receives an overall rating
1808 of “Partially Meets Standards” in an evaluation or
1809 while a part-time faculty member is under formal or
1810 informal investigation, the District has the
1811 following options:

1812
1813 1) the part-time faculty member can be offered one
1814 section the following semester regardless of
1815 PRE status; or

1816
1817 2) the District can decide to suspend the
1818 employee’s PRE status for one semester while
1819 an investigation is conducted; and

1820
1821 (i) the part-time faculty member will be given
1822 a performance improvement plan,
1823 including follow-up activities, dates of
1824 completion, and measurable outcomes to

1825 address those performance issues requiring
1826 correction;
1827
1828 (ii) the part-time faculty member will be
1829 evaluated by the dean/academic
1830 administrator during the next semester in
1831 which an assignment is offered, accepted,
1832 and fulfilled. If this evaluation yields an
1833 overall rating of “Partially Meets
1834 Standards” or “Unsatisfactory,” priority
1835 rehire eligibility is revoked.
1836
1837 b) In the event that a part-time faculty member with
1838 priority rehire eligibility receives an overall rating
1839 of “Unsatisfactory” in an evaluation, eligible status
1840 shall be revoked.
1841
1842 ii. Maintain regular employment. If a faculty member with
1843 priority rehire eligibility fails either to request an
1844 assignment as specified in Section 15.4.a.(2).(g) below, or
1845 to accept an assignment as specified in Section 15.4.c.
1846 below, for two (2) consecutive semesters, not including
1847 summer, except in cases of an approved leave of absence,
1848 priority rehire eligibility is revoked.
1849
1850 iii. In the event that a part-time faculty member has lost (as
1851 described above) and then regains priority rehire eligibility,
1852 seniority will depend on the most recent date on which
1853 eligibility was reestablished.
1854
1855 iv. If a part-time faculty member is under investigation and
1856 ultimately exonerated of the charges, the reduced semester
1857 will not be used in the average calculation of PRE status
1858 when such a request is formally made to the Vice
1859 Chancellor of Human Resources by the Association.
1860
1861 (f) Subject to the availability of requested courses or assignment as
1862 specified below, part-time faculty members who have established
1863 priority rehire eligibility according to this article are entitled to a
1864 minimum assignment as follows:
1865
1866 i. Part-time faculty members who have established priority
1867 rehire eligibility according to this article and who have
1868 completed an average of at least six (6) LHE, or six (6)
1869 weekly counseling/tutorial/library hours, during the
1870 previous four (4) semesters shall be entitled to a minimum

1871 assignment of six (6) LHE or six (6) weekly
1872 counseling/tutorial/library hours.

1873
1874 ii. Part-time faculty members who have established priority
1875 rehire eligibility according to this article and who have
1876 completed an average of at least three (3) but fewer than six
1877 (6) LHE, or three (3) but fewer than six (6) weekly
1878 counseling/tutorial/library hours, during the previous four
1879 (4) semesters shall be entitled to a minimum assignment of
1880 three (3) LHE or three (3) weekly counseling/tutorial/library
1881 hours.

1882
1883 iii. Part-time faculty members who have established priority
1884 rehire eligibility according to this article and who have
1885 completed an average of at least one (1) but fewer than
1886 three (3) LHE, or at least one (1) but fewer than three (3)
1887 weekly counseling/tutorial/library hours during the
1888 previous four (4) semesters shall be entitled to a minimum
1889 assignment of one (1) section or one (1) weekly
1890 counseling/tutorial/library hour.

1891
1892 iv. Semesters that a part-time faculty member is on a Human
1893 Resources-approved leave shall not count in calculating the
1894 average LHE/semester.

1895
1896 v. For a non-classroom assignment, an assignment will not be
1897 considered available if the number of hours scheduled for
1898 assignable duties necessary to fulfill the assignment have
1899 already been assigned to a full-time faculty member or
1900 more senior part-time faculty member.

1901
1902 vi. For a classroom assignment, a course will not be
1903 considered available if:

1904
1905 a) all scheduled sections of that course have already
1906 been offered and accepted by a full-time faculty
1907 member as part of a load or overload;

1908
1909 b) all scheduled sections of that course have already
1910 been offered and accepted by a more senior part-
1911 time faculty member as defined in Section
1912 15.4.a.(2).(h) below;

1913
1914 c) no sections of that course are scheduled at times
1915 meeting the availability of the part-time faculty

- 1916 member listed in their assignment request as
 1917 described in Section 15.4.a.(2).(g) below;
 1918
 1919 d) the part-time faculty member does not have the
 1920 demonstrated competence to teach a specific course
 1921 as specified in Section 15.4.a.(2).(i) below;
 1922
 1923 e) the course is not offered for that semester;
 1924
 1925 f) all sections of the course have been cancelled for
 1926 that semester.
 1927
 1928 vii. Priority rehire eligibility does not guarantee an assignment,
 1929 assignment of specific courses, or an assignment of a
 1930 section added after the development of the initial schedule.
 1931
 1932 (g) Prior to the semester during which the assignment will be
 1933 performed, the dean/academic administrator or designee will
 1934 initiate a request to all part-time faculty members for assignment
 1935 preferences for that semester, and allow no fewer than ten days for
 1936 faculty members to respond. Eligible part-time faculty members
 1937 will specify the amount of requested assignment, the requested
 1938 courses, and the times available for assignment.
 1939
 1940 (h) In the event that two instructors have requested the same course for
 1941 which there is limited availability of sections, the faculty member
 1942 with the higher priority rehire ranking as described above will
 1943 receive the assignment in the absence of the conditions described
 1944 under Section 15.4.a.(2).(f) above.
 1945
 1946 (i) Courses requested for priority assignment within a department or
 1947 program at the college must be courses for which the part-time
 1948 faculty member has demonstrated competency by having
 1949 previously taught the same course within the school/division
 1950 during the previous eight semesters.
 1951
 1952 (j) If the part-time faculty member who has established priority rehire
 1953 rights does not receive an assigned load at least equal to the load to
 1954 which the part-time faculty member is entitled under Section 15.4.
 1955 a.(2).(f) above, the dean/academic administrator will, upon request,
 1956 provide a written response stating the reasons for the lack of
 1957 assignment.
 1958
 1959 (3) All other part-time faculty will be considered for assignment.
 1960
 1961 b. The formal offer of a part-time assignment must be made in writing.

- 1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
- 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 formal offer may result in the loss of priority rehire eligibility rights for that semester.
 - d. The dean/academic administrator may cancel the assignment of any part-time faculty member to provide a full load (15 LHE) assignment to a full-time faculty member.
 - e. Once an assignment has been offered to and accepted by the part-time faculty member, the dean/academic administrator may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
 - f. A maximum assignment within the District for part-time faculty will be no more than sixty-seven percent (67%) of a full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (Educ. Code §87482.5)

Any part-time faculty member employed for more than seventy-five percent (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given semester will be entitled to full-time faculty benefits and paid for that semester according to the Full-time Academic Salary Schedule (Appendix A).
 - g. Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee. (Educ. Code §87482.5)
 - h. Part-time faculty will be paid for the first week of an assignment when a section is canceled less than one week before the section is scheduled to begin. If a section meets more than once per week, part-time faculty should be paid for all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))
 - i. Part-time assignments will be calculated and compensated by the following ratio:
- | | <u>Contact Hours</u> | <u>LHE</u> |
|--------------------------|----------------------|------------|
| Lecture | 1 | 1 |
| Laboratory | 1 | 1 |
| Practicum | 1 | 1 |
| Learning Center/Tutorial | 2 | 1 |
| | <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

2013 j. Nothing in this Agreement precludes the District from terminating a part-time

2014 faculty member pursuant to a personnel action initiated in accordance with Educ.

2015 Code §87665.

2016

2017 15.5. Work Experience

2018

2019 WE is a program for awarding college credit for paid and unpaid work experience to

2020 enrolled students. A WE course is part of the existing state-approved curriculum and will

2021 enroll at least one (1) but no more than thirty (30) students.

2022

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

- 2024 (1) Mutual consent of the faculty member and the dean/academic
- 2025 administrator is required.
- 2026
- 2027
- 2028 (2) Enrollments and the combination of sections will be monitored and
- 2029 determined by the dean/academic administrator on Census Day for
- 2030 assignment of workload.
- 2031
- 2032 (3) Faculty members assigned WE courses are responsible for in-person
- 2033 consultation (at the job site) with the employer or designated
- 2034 representative(s) to discuss students' educational growth on the job at least
- 2035 once per semester unless:
- 2036
- 2037 (a) they have been at the worksite previously;
- 2038
- 2039 (b) the student is repeating the course at the employer's worksite;
- 2040
- 2041 (c) the worksite has been the site of numerous previous assignments
- 2042 by other students at the college;
- 2043
- 2044 (d) the worksite location is greater than fifteen (15) miles from the
- 2045 college;
- 2046
- 2047 (e) the faculty member and student are on different work schedules;
- 2048
- 2049 (f) the faculty member and student are working in a virtual office; or
- 2050
- 2051 (g) in case of emergency or security of the instructor/student.
- 2052

2053 Under one of these circumstances, the faculty member may use alternative
2054 means to consult, such as the telephone, teleconference, partner with
2055 instructors from other colleges or email/internet.

2056
2057 (4) The faculty member must maintain and submit all appropriate
2058 documentation according to CCR, Title 5 §55256.

2059
2060 (5) Compensation for WE instruction is .18 LHE as listed in the appropriate
2061 academic salary schedule (Appendix A) per student per term.
2062 Compensation will be made upon submission of all appropriate
2063 documentation, assignment obligations, grades and required
2064 documentation to the dean/academic administrator. Documentation must
2065 be submitted by the grading deadline.

2066
2067 b. The following conditions apply to full-time faculty members only:

2068
2069 (1) WE may only be taught as an overload assignment; it may not be
2070 considered as part of a full-time faculty member's regular workload.

2071
2072 (2) Summer assignments will be limited to one (1) WE class, consisting of
2073 one or more sections. Compensation for WE instruction is .18 LHE as
2074 listed in the appropriate academic salary schedule (Appendix A) per
2075 student per term.

2076
2077 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters

2078
2079 Faculty members may accept assignments during instructional terms offered outside of
2080 the traditional spring and fall semesters, for instance, during the summer or during a
2081 winter intersession between traditional fall and spring semesters. For the purposes of this
2082 article, an instructional term is defined as a specific period during which a specific class
2083 meets, follows an approved Course Outline of Record (COR), and a final grade is
2084 assigned. Multiple instructional terms of differing lengths may be offered during a
2085 specific period outside of the traditional spring and fall semesters; for instance, there may
2086 be more than one instructional term offered during the summer. The following conditions
2087 apply:

2088
2089 a. The dean/academic administrator will consider for assignment full-time faculty
2090 members who meet minimum qualifications within their respective organizational
2091 unit, followed by part-time faculty members who have achieved eligibility for
2092 rehire priority as defined in Section 15.4.(a).(2) et seq. followed by all other
2093 faculty.

2094
2095 b. Assignments for instructional sessions outside of the traditional fall and spring
2096 semesters are not considered overload assignments.

2097

2098 c. Faculty members may teach up to eighty percent (80%) of a full-time instructional
 2099 load per instructional term. However, if multiple terms overlap, the total
 2100 instructional load an instructor holds during the combined overlapping terms may
 2101 not equal more than eighty percent (80%) of a fulltime instructional load.
 2102 Requests to teach more than eighty percent (80%) of a full-time instructional load
 2103 may be approved by the faculty member’s dean/academic administrator on a case-
 2104 by-case basis. Credit for large lecture as described in Section 15.2.b.(5).(d) of this
 2105 article will not count within the eighty percent (80%) limitation.

2107 d. Assignments will be calculated by the following ratios and compensated in
 2108 accordance with the appropriate Academic Salary Schedule (Appendix A):

	<u>Contact Hours</u>	<u>LHE</u>
2111 Lecture	1	1
2112 Laboratory	1	1
2113 Practicum	1	1
2114 Learning Center/Tutorial	2	1
2115		
	<u>Clock Hours</u>	<u>LHE</u>
2117 Tutorial Coordination	2	1
2118 Library	2	1
2119 Counseling	2	1
2120 Learning Disability	2	1

2121
 2122 15.7. Extra Duty Days

2123
 2124 a. Each extra duty day shall consist of 7.2 hours of assigned time. These may be
 2125 taken as full days or divided across different days depending on the nature of the
 2126 work. Full-time faculty members in the assignments listed below work additional
 2127 full-time equivalent duty days as part of their regular contractual assignment:
 2128

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
2130 Articulation Officer	17 days (to be assigned as necessary)
2131 Badminton Coach	16 days
2132 Baseball Coach	20 days
2133 Basketball Coach	20 days
2134 Beach Volleyball Coach	16 days
2135 Cheer Advisor	9 days
2136 Choral (vocal) Music	16 days
2137 Counselor	17 days (10 days or the equivalent of 2138 72 hours, scheduled immediately 2139 prior to the start of the fall academic 2140 calendar, and the equivalent of 7 2141 days or 50.4 hours to be mutually 2142 agreed upon by the faculty member

2143		and the dean/academic
2144		administrator.)
2145	Cross Country Coach	16 days
2146	Dance	9 days
2147	Flag Football Coach	20 days
2148	Football Coach	20 days
2149	Golf Coach	16 days
2150	Instrumental Music	16 days
2151	Learning Disability Specialist	17 days (10 days or the equivalent of
2152		72 hours, scheduled immediately
2153		prior to the start of the fall academic
2154		calendar, and the equivalent of 7
2155		days or 50.4 hours to be mutually
2156		agreed upon by the faculty member
2157		and the dean/academic
2158		administrator.)
2159	Nursing	4 days (when necessary to work
2160		outside the 178 day calendar)
2161	Soccer Coach	20 days
2162	Softball Coach	20 days
2163	Swimming Coach	20 days
2164	Tennis Coach	16 days
2165	Track Coach	20 days
2166	Volleyball Coach	16 days
2167	Water Polo Coach	16 days

2168
2169 In the event of postseason competition, assigned coaches of that sport will receive
2170 one additional extra duty day compensation for each week of post-season play.
2171 This compensation will be provided to the faculty member starting within sixty
2172 (60) days after the post-season play is completed and prorated over the annual
2173 contract.

2174
2175 b. The following provisions will apply to all full-time assigned Extra Duty Days:

- 2176 (1) During the Extra Duty Days, faculty members shall perform regular and
2177 normal instructional activities. Specific activities for this additional time
2178 will be mutually agreed upon in advance by faculty members and their
2179 dean/academic administrator.
- 2180 (2) Mutually agreed upon activities will be documented in writing.
- 2181 (3) If a full-time faculty member is not available to accept an extra-duty day
2182 assignment, a part-time faculty member may be employed in that capacity.
2183 The part-time faculty member will receive a stipend equivalent to the pro-
2184 rated compensation for those duty days as determined by the part-time
2185
2186
2187

- 2188 faculty member's appropriate placement on the Academic Salary
 2189 Schedule.
 2190
 2191 (4) Extra Duty Days can be used within or outside of the 178-day contract
 2192 year.
 2193
 2194 (5) Activities performed as part of an Extra Duty Day assignment may not
 2195 coincide with the faculty member's regular contractual load assignments,
 2196 scheduled overload, summer assignments, stipend assignments or
 2197 reassigned time.
 2198
 2199 (6) All faculty members assigned Extra Duty Days will have their salaries
 2200 adjusted to reflect the additional time. Such adjustments will be made on a
 2201 per diem basis, and the total amount of base salary plus adjustments
 2202 constitutes the contracted salary for that individual.
 2203

2204 15.8. Unpaid Work Exchange:
 2205

- 2206 a. Faculty members shall request an exchange in writing.
 2207
 2208 b. The request must have written approval of both parties and the dean/academic
 2209 administrator.
 2210
 2211 c. The exchange is on an hour-for-hour basis and will be completed before the end
 2212 of the following semester.
 2213
 2214 d. A faculty member may participate in no more than four (4) unpaid exchanges for
 2215 any one section during any academic year.
 2216
 2217 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
 2218 described in Article 24, Leaves.
 2219

2220 15.9. Compensated Duties Beyond Instructional Assignments
 2221

- 2222 a. Faculty members may accept additional duties and responsibilities in a specific
 2223 activity including but not limited to chairing or coordinating.
 2224
 2225 b. Forms of Compensation for Duties beyond Instructional Assignments
 2226
 2227 (1) Stipend: When a faculty member accepts a stipend assignment the
 2228 following conditions apply:
 2229
 2230 (a) The dean/academic administrator will assign and approve all
 2231 stipends in their area.
 2232

- 2233 (b) All stipends will be in addition to the faculty member's workload
 2234 assignment.
 2235
- 2236 (c) Faculty members must sign a stipend contract which will include
 2237 stated outcomes such as expectations, objectives and dates of
 2238 completion of the assignment, and which will require the faculty
 2239 member to verify completion and/or satisfaction of the assignment
 2240 to the designated administrator for that assignment.
 2241
- 2242 (d) Compensation for stipends shall be calculated at one-half of the
 2243 highest hourly rate on the Full-Time Classroom Overload
 2244 Academic Salary Schedule. (Appendix A).
 2245
- 2246 (2) Reassigned Time: Reassigned time is intended for those faculty members
 2247 performing duties which require additional time, and a corresponding
 2248 reduction in the amount of time assigned to normal contractual duties.
 2249 The following conditions apply:
 2250
- 2251 (a) Reassigned time may be recommended by the appropriate
 2252 administrator.
 2253
- 2254 (b) Consent of the faculty member is required, except in cases where a
 2255 faculty member is unable to make load.
 2256
- 2257 (c) Faculty members must sign a reassigned time contract which will
 2258 include stated outcomes such as expectations, objectives and dates
 2259 of completion of the assignment. The faculty member will be
 2260 required to provide evidence of completion and/or satisfaction of
 2261 the assignment to the appropriate administrator.
 2262
- 2263 (d) Faculty members receiving reassigned time will be eligible for
 2264 additional workload assignments.
 2265
- 2266 (e) The appropriate dean/academic and faculty member will develop a
 2267 work schedule that will provide the appropriate time for the faculty
 2268 member to complete the activities identified in the reassigned
 2269 project. For example: If a faculty member's reassignment activities
 2270 include scheduled meetings for every Tuesday during the semester,
 2271 at a time during which there is no assigned contractual duty, then
 2272 there shall be no conflicts with the assignment.
 2273
- 2274 (f) The reassigned time allocated to the bargaining unit as described in
 2275 Section 6.7, may not be converted to a stipend.
 2276
- 2277 c. Department Chair Compensation
 2278

- 2279 (1) Chair duties will be compensated by stipend or reassignment or a
 2280 combination thereof. Chairs with reassignment may accept overload and
 2281 large lecture compensation, as determined by the dean/academic
 2282 administrator.
 2283
 2284 (2) Compensation for department chairs will be based on the highest rate from
 2285 the Full-time Classroom Overload Academic Salary Schedule. (Appendix
 2286 A).
 2287
 2288 (3) Regular Term Department Chair Compensation
 2289

2290 Beginning in spring of 2025, department chair compensation will be
 2291 calculated according to the table below. The total amount of compensation
 2292 will be derived by combining the amount of LHE earned in each of the
 2293 four listed categories, as determined by the department’s placement in
 2294 each category on the table. Additional duties beyond those described by
 2295 these categories will be compensated as described in Section 5 below:
 2296

	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

2297
 2298 In which “ptWFCH” represents the department’s part-time weekly faculty
 2299 contact hours, both classroom and non-classroom, describing duties
 2300 related to hiring, mentoring and evaluation of part-time faculty, as taken
 2301 from the end of term (EOT) from the preceding fall semester;
 2302

2303 “Sections” represents the number of scheduled sections offered by the
 2304 department, describing duties such as scheduling and staffing the
 2305 department’s course schedule, as taken from the end of term (EOT) from
 2306 the preceding fall semester (Note: Only the A ticket is counted and
 2307 cancelled sections are included in the count);
 2308

2309 “Courses” represents the number of active courses for the department, as
 2310 listed in the most recent CCC Curriculum Inventory, describing duties
 2311 related to conducting or coordinating a number of operations related to a
 2312 department’s courses, including program and curriculum development and
 2313 review, SLO development and evaluation, and administrative duties such
 2314 as participation in meetings;
 2315

2316 “FTES” represents the number of full-time equivalent students served by
 2317 the department, describing the duties related to handling student concerns,

2318 including grade grievances against part-time faculty members, as taken
 2319 from the end of term (EOT) from the preceding fall semester;
 2320 “LHE” represents the amount of compensation as determined by the Full-
 2321 Time Classroom Overload Academic Salary Schedule (Appendix A).

2322
 2323 Example: For a department which had 321 part-time WFCH, 27 sections,
 2324 250 FTES during the previous fall term, 35 active courses, the following
 2325 calculation would apply:
 2326

	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

2327
 2328 (4) Summer Department Chair Compensation
 2329

2330 Department Chairs assigned to perform chair duties throughout the
 2331 summer will be paid according to the following table, using ptWFCH and
 2332 Sections as defined in Section 15.9.c.(3) above. The total amount of
 2333 compensation will be derived by combining the amount of LHE earned in
 2334 both categories, as determined by the department’s placement in each
 2335 category on the table. If a Chair is assigned by the dean/academic
 2336 administrator to perform chair duties for less than the entire summer, the
 2337 Chair will be paid in accordance with Section 15.9.c.(5) below:
 2338

	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

2339
 2340 (5) Supplemental Duty Compensation
 2341

2342 During the regular term or summer, department chairs or other faculty
 2343 members may be assigned additional extra-instructional duties beyond
 2344 those described in Section 15.9.c.(3) above, and specific to certain
 2345 departments and programs, including but not limited to career education
 2346 programs (CE).

2347
 2348 Additional compensation for these duties will be calculated at a rate
 2349 equivalent to one (1) LHE per thirty-three (33) additional hours assigned.
 2350

2351 d. Coordinator Compensation

2352
2353
2354
2355
2356
2357
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

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

ARTICLE 16
PART-TIME FACULTY

2398
2399
2400
2401
2402
2403
2404
2405
2406
2407
2408
2409
2410
2411
2412
2413
2414
2415
2416
2417
2418
2419
2420
2421
2422
2423
2424
2425
2426
2427
2428
2429
2430
2431
2432
2433
2434
2435
2436
2437
2438
2439
2440
2441
2442
2443

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/academic administrator 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)

2444 **ARTICLE 17**
2445 **EVALUATIONS**

2446
2447 **Purpose**

2448
2449 The primary purpose of the evaluation of faculty is the continued improvement of instruction and
2450 instructional support services.

2451
2452 17.1. Probationary Faculty Evaluations

2453
2454 The four-year probationary period is intended to provide sufficient time for the new
2455 faculty member to understand the expectations of a tenured faculty member, to develop
2456 the skills and acquire the experience to participate successfully in the educational
2457 process, and to use appropriate resources for professional growth and development.
2458 Faculty recommended for tenure, therefore, must reflect this standard of excellence in
2459 their performance of faculty duties and interaction with students and colleagues.

2460
2461 a. Evaluation Timelines

2462
2463 The dean/academic administrator will initiate the course of action to establish the
2464 tenure review process for each newly hired faculty member. Except for
2465 submission of the recommendation from the TRC by December 15 as described in
2466 Section 17.1.d.1.i below, the evaluation timelines in this article are recommended
2467 guidelines only.

2468
2469 (1) First Contract Year

- 2470
2471 (a) For those faculty members whose first contract is issued in the
2472 spring semester, the faculty member's initial spring semester and
2473 the following academic year will be considered their first contract
2474 year.
2475
2476 (b) The TRC meets with the new faculty member (and throughout the
2477 four-year process as appropriate).
2478
2479 (c) TRC membership is reported by the dean/academic administrator
2480 to the appropriate vice president for each new faculty member by
2481 September 15.
2482
2483 (d) The TRC meets with the faculty to discuss the process, format,
2484 objectives, timelines, and expectations.
2485
2486 (e) The probationary faculty portfolio shall be submitted to the TRC
2487 by October 15.
2488

- 2489 (f) Student surveys are to be initiated prior to November 1 for the fall
 2490 semester and prior to May 1 for the spring semester. The results of
 2491 the student surveys shall be discussed with the TRC and the
 2492 probationary faculty member. Copies of the student surveys will be
 2493 provided to the probationary faculty member after the due date for
 2494 grades.
 2495
- 2496 (g) Observations are completed and returned to the dean/academic
 2497 administrator by November 15.
 2498
- 2499 (h) Post-visit discussions to be held with the faculty member prior to
 2500 December 1.
 2501
- 2502 (i) The TRC reaches its recommendation and completes a written
 2503 report by December 15.
 2504
- 2505 (j) The recommendation of renewal or non-renewal is submitted by
 2506 the dean/academic administrator to the appropriate vice president
 2507 and the president no later than December 20.
 2508
- 2509 (k) Letter of non-renewal or one (1) year renewal will be sent no later
 2510 than March 15. If a probationary faculty member is not notified of
 2511 the Board's decision not to issue a contract for the following
 2512 academic year on or before March 15 of their first contract year,
 2513 they will be issued a second one-year contract.
 2514
- 2515 (l) A new faculty member whose initial hire date begins with the
 2516 spring semester will be evaluated during the spring semester and
 2517 again during the fall semester of the subsequent academic year.
 2518
- 2519 (2) Second Contract Year
 2520
- 2521 (a) Follow the same timeline and process as the first contract year.
 2522
- 2523 (b) Second semester: A letter of non-renewal or two (2) years renewal
 2524 will be sent no later than March 15. If a probationary faculty
 2525 member is not notified of the Board's decision not to issue a
 2526 contract for the following academic year on or before March 15 of
 2527 their second contract year, they will be issued a third, two-year
 2528 contract.
 2529
- 2530 (3) Third Contract Year
 2531
 2532 Follow the same timeline and process as the first contract year.
 2533
- 2534 (4) Fourth Contract Year

- 2535 (a) Follow the same timeline and process as the first contract year.
2536
2537 (b) Second semester: a letter of tenure or non-renewal will be sent no
2538 later than March 15. If no notice is received on or before March 15
2539 of the fourth year, the faculty member will return in the fall of the
2540 subsequent academic year as a regular tenured employee.

2541
2542 b. Probationary Period

2543
2544 A probationary faculty member must be evaluated at least once in each academic
2545 year of service. (Educ. Code §87663(a).) The probationary period is ordinarily a
2546 four-year process (as described in Educ. Code §§87600-87612). In order to
2547 receive a year's credit toward attainment of tenure, the faculty member must work
2548 at least seventy-five percent (75%) of the academic year (Educ. Code §87605).
2549 However, during the second, third, or fourth contract years, time spent on paid or
2550 unpaid leave of absence for the reasons stipulated below may (as determined by
2551 the District) be included in computing the seventy-five percent (75%)
2552 requirement if the faculty member serves sufficient time during the year to allow
2553 for the evaluation process to be completed in the fall semester (Educ. Code
2554 §87606) and the evaluation had no pending areas for improvement. Qualifying
2555 leaves include:

- 2556
2557 1. Leave of absence for reason of the birth and bonding with a child or
2558 bonding with an adopted or foster child.
2559 2. Leave to care for an immediate family member with a serious health
2560 condition.
2561 3. Leave because of the faculty member's own serious health condition.

2562
2563 Though the District may approve a year's credit toward tenure using paid and
2564 unpaid leaves, STRS and PERS service credit could (and likely will) be calculated
2565 differently.

2566
2567 (1) Step One – Initial Hiring: First Contract (one year)

2568
2569 A probationary faculty member (or contract employee) is hired initially on
2570 a one-year contract (§87605). If a faculty member is hired in the spring
2571 semester, the first year will not be complete until the faculty member
2572 teaches a complete academic year, usually during the academic year
2573 following the semester of hire.

2574
2575 (2) Step Two – Second Contract (one year)

2576
2577 If a probationary faculty member is not notified of the Board's decision
2578 not to issue a contract for the following academic year on or before March
2579 15 of their first year, they are issued a second one-year contract (§§87608
2580 and 87610(a)).

2581 (3) Step Three – Third Contract (two years)
2582 If a probationary faculty member is not notified of the Board’s decision
2583 not to issue a contract for the following academic year on or before March
2584 15 of the second year, they are issued a third, two-year contract
2585 (§§87608.5 and 87610(a)).
2586

2587 (4) Step Four – Granting Tenure
2588
2589 If the probationary faculty member is not notified on or before March 15th
2590 of the fourth year that the Board has decided not to employ (i.e., to
2591 dismiss) the faculty member as a permanent, tenured employee for all
2592 subsequent years, the faculty member will return in the fall of the
2593 subsequent academic year as a permanent, tenured employee (§§87609
2594 and 87610).
2595

2596 b. Tenure Review Committee (TRC) and Peer Evaluators
2597

2598 A Tenure Review Committee (TRC) will follow the candidate(s) through the
2599 entire probationary period. Members of this committee have an obligation to
2600 commit to the time frame, uphold the confidentiality of the tenure review process,
2601 uphold the principles of equal employment opportunities, promote and respect
2602 diversity and equity, review appropriate documents, and conduct fair and
2603 unbiased evaluation for the purpose of reaching a tenure decision.
2604

2605 Committees for different probationary faculty members may have the same
2606 membership but will function separately. However, general team orientation
2607 meetings about the tenure review process may be conducted with multiple TRCs
2608 at the division, college, or District level.
2609

2610 Appointment to a TRC will count toward fulfillment of a faculty member’s
2611 college service obligation, and may be eligible for professional development
2612 hours as appropriate.
2613

2614 The TRC will be comprised of the following four persons:
2615

2616 (1) The dean/academic administrator, who is a participating member, is
2617 responsible for overseeing the evaluation process, collecting all evaluation
2618 materials, and submitting the annual Faculty Performance Evaluation
2619 report as prepared by the TRC, including a recommendation regarding the
2620 continued employment of the probationary faculty member.
2621

2622 (2) Two (2) tenured faculty members/peer evaluators from the department
2623 and/or division/school, or related department and/or division/school, who
2624 will serve as participating members. The appointment of these faculty
2625 members will follow consultation and consensus between the
2626 dean/academic administrator and the department chair(s).

2627 (3) In addition, the probationary faculty member will be responsible for
2628 selecting a full-time faculty member to serve as a mentor, who will be an
2629 advisory member of the TRC. The purpose of the mentor is to serve as an
2630 advisor to support and assist the probationary faculty member. The mentor
2631 will attend all TRC meetings where the probationary faculty member is
2632 present, but will not contribute to the writing or creation of the evaluation
2633 report. The mentor may also attend TRC meetings where the probationary
2634 faculty member is not present but is not required to do so. The mentor is
2635 not required to do an observation, but may at the request of the
2636 probationary faculty member. The mentor should be a faculty member
2637 who is familiar with the tenure review process and evaluation procedures
2638 as contained in the Academic Employee Collective Bargaining Agreement
2639 and with department and division/school policies and procedures.
2640 Probationary faculty members may replace their faculty mentor at their
2641 discretion.
2642

2643 (4) The appointed members of the TRC shall remain the same throughout the
2644 entire tenure review process except in extenuating circumstances. If a
2645 participating faculty member of the TRC becomes unavailable or unable to
2646 continue, or if a conflict of interest is identified as agreed to by the
2647 Association and the District, the dean/academic administrator shall
2648 appoint a replacement faculty member in consultation and consensus with
2649 the department chair(s) or the Academic Senate if the conflict is with the
2650 department chair or there is no department chair.
2651

2652 c. Probationary Faculty Evaluation Components

2653 (1) Self-Evaluation

2654 (a) It is essential that each probationary faculty member take full
2655 responsibility for the appropriate portions of their tenure review
2656 process.
2657
2658

2659 (b) The probationary faculty member will submit to the TRC a
2660 portfolio including a report of college, District or committee
2661 service; accomplishments (such as publications, exhibitions or
2662 performances); awards and achievements; appropriate class
2663 materials such as sample syllabi and assignments; goals and
2664 objectives for the next evaluation cycle; mentoring opportunities;
2665 and other pertinent documents, as determined by the probationary
2666 faculty member.
2667

2668 (c) The college shall provide course success data disaggregated by
2669 race/ethnicity to the faculty member, and if any of the groups
2670 represented in this data shows consistently lower success rates, the
2671 faculty member will provide a brief self-assessment of how they
2672

2673 will adjust the teaching and learning process for these groups.
2674 Included in this assessment will be any plan of action for course
2675 completion percentages that fell below forty percent (40%).
2676

- 2677 (d) The self-evaluation shall also include a description of the faculty
2678 member's teaching, learning, and professional practices that
2679 specifically support diversity, equity, inclusion, and accessibility in
2680 the educational environment to improve equitable outcomes and
2681 course completion for all students, and, if applicable, a list of any
2682 DEIA-related professional development activities completed by the
2683 faculty member.
2684

2685 (2) Instructional Activity Observations
2686

2687 The TRC will conduct scheduled classroom/worksite/electronic
2688 visitation(s) as needed and submit written comments to the dean/academic
2689 administrator. Probationary faculty who are assigned teaching hours in
2690 addition to their roles as counselors, librarians, and learning disability
2691 specialists shall be evaluated in both their teaching and student service
2692 roles.
2693

- 2694 (a) The probationary faculty member and the TRC members will
2695 mutually agree on the course(s) or equivalent in which the
2696 scheduled observation(s) will take place, so that the faculty
2697 member may be observed under optimum conditions for displaying
2698 their abilities.
2699

- 2700 (b) Each evaluation shall include at least one (1) observation, lasting at
2701 least fifty (50) minutes. For online classes, the probationary faculty
2702 member will present the course to the member(s) of the TRC
2703 during an observation lasting at least fifty (50) minutes.
2704

2705 (3) Student Surveys
2706

- 2707 (a) The District and Association will mutually agree upon the method
2708 and system used for the collection of student surveys in order to
2709 ensure the highest possible participation rate. If changes to the
2710 collection system become necessary, the District and Association
2711 will meet and mutually agree on a new system. If both parties are
2712 unable to reach mutual agreement, the Chancellor shall make the
2713 final determination.
2714

- 2715 (b) Student surveys will be conducted in all classes taught by the
2716 faculty member during the fall and spring semesters. The objective
2717 will be to determine the student response to areas such as the

2718 fulfillment of the stated and distributed course objectives, effective
2719 communication, and respect for students' rights and needs.

2720
2721 (c) For those faculty members who engage in instruction outside of the
2722 classroom, including librarians, counselors, and learning disability
2723 specialists, student surveys will be collected within five (5) days of
2724 student contact sessions (i.e., student appointments or reference
2725 desk visits) during a designated four-week period each fall and
2726 spring semester.

2727
2728 (d) Throughout the probationary period, student surveys shall be
2729 available to the TRC and may be used in the faculty performance
2730 evaluation. Results of the student surveys will be discussed with
2731 the probationary faculty member; however, the student surveys
2732 themselves will not be available to the faculty member until after
2733 the due date for grades.

2734
2735 (e) Student surveys alone may never be used as the sole justification
2736 for an overall evaluation rating.

2737
2738 (4) Report Preparation

2739
2740 (a) The TRC will complete a Faculty Performance Evaluation Report
2741 (Appendix B), including a recommendation of continued
2742 employment, based upon:

2743
2744 i. the materials from the probationary faculty portfolio;
2745
2746 ii. results of observations and student surveys;
2747
2748 iii. items relevant to the instructional duties assigned to the
2749 probationary faculty member, including adherence to Board
2750 Policy, Administrative Regulations, and college processes
2751 and deadlines;

2752
2753 iv. a review of activities which are outside of the instructional
2754 duties, including those defined within Board Policy,
2755 Administrative Regulations, and the appropriate job
2756 posting;

2757
2758 v. information regarding participation in curriculum
2759 development and review, and in development and
2760 assessment of student learning outcomes. Any information
2761 included in the probationary faculty member's evaluation
2762 regarding participation in curriculum or student learning
2763 outcome processes must be verified and documented.

- 2764 (b) Faculty members shall not be held accountable for any aspect of
2765 the educational program over which they have no authority.
2766
- 2767 (c) Evaluations are to be based on the materials described in this
2768 article. Hearsay statements, rumors or information from
2769 anonymous sources, other than student evaluations, shall be
2770 excluded from written evaluations. The TRC may include in the
2771 written evaluation information which has been documented
2772 through a completed investigation subsequent to a complaint, the
2773 findings of which investigation have been delivered to the faculty
2774 member under evaluation prior to the inclusion of this information
2775 in the evaluation report.
2776
- 2777 (5) Follow-up Procedures
2778
- 2779 (a) If the faculty member's performance receives an overall rating
2780 below "Meets Standards," the TRC will develop a performance
2781 improvement plan, including follow-up activities, dates of
2782 completion, and measurable outcomes to address those
2783 performance issues requiring correction. A performance
2784 improvement plan may be developed by the TRC for a rating
2785 below "Meets Standards" in any individual category. A
2786 performance improvement plan shall not be required for
2787 probationary faculty members who have been notified that they
2788 will not be recommended for further employment with the District.
2789
- 2790 (b) The TRC, including the mentor, will meet with the probationary
2791 faculty member to discuss the summary report.
2792
- 2793 (c) On behalf of the TRC, the dean/academic administrator will
2794 forward recommendation(s), with appropriate supporting
2795 documentation, to the appropriate vice president and president.
2796
- 2797 (d) An additional evaluation may be scheduled during the spring
2798 semester if desired by the TRC.
2799
- 2800 (6) Administration Review
2801
- 2802 (a) The appropriate vice president will:
2803
- 2804 i. review recommendation(s),
2805
- 2806 ii. forward recommendation(s), including their
2807 recommendations based upon their direct observation, to
2808 the president.
2809

- 2810 (b) The president will:
2811
2812 i. review recommendation(s),
2813
2814 ii. forward recommendation(s), including their
2815 recommendations based upon their direct observation, to
2816 the Chancellor.

- 2817
2818 (c) The Chancellor will:
2819
2820 i. review recommendation(s),
2821
2822 ii. forward recommendation(s), including their
2823 recommendations, to the Board of Trustees.

2824
2825 17.2. Tenured Faculty Evaluation
2826

2827 The tenured faculty evaluation process is designed to improve the teaching and learning
2828 process and delivery of student services, to provide a basis for professional growth and
2829 development, and to comply with California Community College's laws and regulations.
2830 Tenured faculty who are assigned teaching hours in addition to their roles as counselors,
2831 librarians, and learning disability specialists shall be evaluated in both their teaching and
2832 student service roles.

2833
2834 a. Evaluation Timelines
2835

- 2836 (1) The dean/academic administrator will initiate the tenured faculty
2837 evaluation process every three (3) years.
2838
2839 (2) The evaluation process must be completed by the end of the academic year
2840 in which the process was, or the process must begin anew.

2841
2842 b. Tenured Faculty Evaluation Process
2843

2844 (1) Self-Evaluation
2845

- 2846 a) The faculty member will submit to the dean/academic
2847 administrator a portfolio including a report of college, District or
2848 committee service; accomplishments (such as publications,
2849 exhibitions or performances); awards and achievements;
2850 appropriate class materials such as sample syllabi and assignments;
2851 and other pertinent documents, as determined by the tenured
2852 faculty member.

- 2853
2854 b) The College shall provide course success data disaggregated by
2855 race/ethnicity to the faculty member, and if any of the groups

2856 represented in this data shows consistently lower success rates, the
2857 faculty member will provide a brief self-assessment of how they
2858 will adjust the teaching and learning process for these groups.
2859 Included in this assessment will be any plan of action for course
2860 completion percentages that fell below forty percent (40%).
2861

- 2862 c) The self-evaluation shall also include a description of the faculty
2863 member's teaching, learning, and professional practices that
2864 specifically support diversity, equity, inclusion, and accessibility in
2865 the educational environment to improve equitable outcomes and
2866 course completion for all students, and, if applicable, a list of any
2867 DEIA-related professional development activities completed by the
2868 faculty member.
2869

2870 (2) Instructional Activity Observation
2871

2872 The appropriate dean/academic administrator, or designee will make
2873 scheduled classroom/worksite/electronic visits as described below:
2874

- 2875 (a) The faculty member and dean/academic administrator or designee
2876 will mutually agree on the course(s) or equivalent in which the
2877 scheduled observation(s) will take place, so that the faculty
2878 member may be observed under optimum conditions displaying
2879 their abilities.
2880

- 2881 (b) Each evaluation shall include at least one (1) observation, lasting at
2882 least fifty (50) minutes. For online classes, the faculty member will
2883 present the course to the evaluator during an observation lasting at
2884 least fifty (50) minutes.
2885

2886 (3) Peer Observation
2887

- 2888 (a) Only one peer observation is required for each faculty member
2889 being evaluated.
2890

- 2891 (b) The faculty member being evaluated will submit a list of up to
2892 three (3) names of tenured faculty members to serve as potential
2893 peer observers. The dean/academic administrator, in consultation
2894 with the department chair, will select one faculty member from the
2895 list of three (3) to conduct the peer observation. Should none of the
2896 faculty members on the list be available to serve, the
2897 dean/academic administrator will work with the faculty member
2898 being evaluated to select a different tenured faculty member from
2899 within the District.
2900

- 2901 (c) Once the dean/academic administrator sends a request, the faculty
2902 member being evaluated shall respond to the dean/academic
2903 administrator's request for the three peer observer names within
2904 five (5) calendar days or the dean/academic administrator shall
2905 make the Peer Observer selection in consultation with the
2906 department chair.
2907
- 2908 (d) By the third (3rd) week of the semester in which a tenured faculty
2909 member is being evaluated, they will select one of the options
2910 described below and inform the dean/academic administrator in
2911 writing.
2912
- 2913 i. Option 1: The peer observer will conduct an observation based
2914 on a classroom/worksite/electronic visitation.
2915
- 2916 a) The faculty member and the peer observer will mutually
2917 agree on the course or equivalent in which the scheduled
2918 observation will take place, so that the faculty member
2919 may be observed under optimum conditions for
2920 displaying their abilities.
2921
- 2922 b) The observation shall last at least fifty (50) minutes. For
2923 online classes, the faculty member will present the
2924 course to the peer evaluator during an observation
2925 lasting at least fifty (50) minutes.
2926
- 2927 c) The peer observer shall submit written comments to the
2928 dean/academic administrator, which will be provided to
2929 the faculty member being evaluated and attached to the
2930 evaluation as a peer review component.
2931
- 2932 ii. Option 2: The peer observer will review the student evaluations
2933 from the previous six (6) semesters, if available. This is a pilot
2934 program and is being added as an alternate option for the peer
2935 review process for years 1 and 2 of the contract. The parties
2936 agree to meet in May 2026 to evaluate issues/concerns related
2937 to Option 2 and reopen the article for revision and/or an
2938 extension of the program. If no student evaluations are
2939 available, the faculty member being evaluated must select
2940 Option 1.
2941
- 2942 a) The peer observer shall review the student evaluations,
2943 discuss the results of the evaluations with the faculty
2944 member being evaluated, and submit written comments
2945 to the dean/academic administrator, which will be

2946 provided to the faculty member being evaluated and
2947 attached to the evaluation as a peer review component.
2948

- 2949 b) Option 2, if selected, may only be used once every six
2950 (6) years. Therefore, if Option 2 is selected in any given
2951 academic year, the faculty member will be required to
2952 use Option 1 in the subsequent evaluation cycle.
2953

2954 (4) Student Surveys
2955

- 2956 (a) The District and Association will mutually agree upon the method
2957 and system used for the collection of student surveys in order to
2958 ensure the highest possible participation rate. If changes to the
2959 collection system become necessary, the District and Association
2960 will meet and mutually agree on a new system. If both parties are
2961 unable reach mutual agreement, the Chancellor shall make the final
2962 determination.
2963

- 2964 (b) Student surveys will be conducted in all classes taught by the
2965 faculty member during the fall and spring semesters so that faculty
2966 can use them for self-improvement. Student surveys are to be
2967 initiated prior to December 1 for the fall semester and prior to May
2968 1 for the spring semester. Student surveys will be available to the
2969 faculty member after the due date for grades.
2970

- 2971 (c) The objective of student surveys is to determine the student
2972 response to areas such as the fulfillment of the stated and
2973 distributed course objectives, effective communication, and respect
2974 for students' rights and needs. When a faculty member is being
2975 evaluated, the student surveys for each of the semesters within the
2976 formal evaluation period will be available to the dean/academic
2977 administrator or designee and the information may be used in the
2978 faculty performance evaluation.
2979

- 2980 (d) There is no minimum percentage of student survey responses
2981 required. However, if student respondents for any one class fall
2982 below the required minimums (as outlined below), such responses
2983 may only be used by the dean/academic administrator for the
2984 purpose of ensuring that the faculty member is meeting their
2985 professional obligations and/or adhering to Board Policy and
2986 Administrative Regulations requirements, after validation by the
2987 dean/academic administrator.
2988

2989 Required Minimums based on census enrollments:
2990

- 2991 1) Class sizes of 30 or less need at least 6 student respondents;

- 2992
2993
2994
2995
2996
2997
2998
2999
3000
3001
3002
3003
3004
3005
3006
3007
3008
3009
3010
3011
3012
3013
3014
3015
3016
3017
3018
3019
3020
3021
3022
3023
3024
3025
3026
3027
3028
3029
3030
3031
3032
3033
3034
3035
3036
3037
- 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 student contact sessions (i.e., student appointments or reference desk visits) during a designated four-week period each semester. There is no minimum percentage of student survey responses required. However, if there are fewer than eight (8) respondents to the survey, 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.
- (f) Student surveys alone may never be used as the sole justification for an overall evaluation.
- (5) Report Preparation
- (a) The dean/academic administrator will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
- i. the materials from the faculty portfolio;
 - ii. results of observations by the dean/academic administrator or designee and peer observer;
 - iii. results of student surveys from the evaluation period;
 - iv. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
 - v. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - vi. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.

3038 (b) Faculty members shall not be held accountable for any aspect of
3039 the educational program over which they have no authority.

3040
3041 (c) Evaluations are to be based on the materials described in this
3042 article.

3043
3044 Hearsay statements, rumors or information from anonymous
3045 sources shall be excluded from written evaluations. The
3046 dean/academic administrator may include in the written evaluation
3047 information which has been documented through a completed
3048 investigation subsequent to a complaint, the findings of which have
3049 been delivered to the faculty member under evaluation prior to the
3050 inclusion of this information in the evaluation report.

3051
3052 c. Follow-up Procedures

3053
3054 (1) If a tenured faculty member receives an overall rating below “Meets
3055 Standards,” the dean/academic administrator will develop a Performance
3056 Improvement Plan including follow-up activities with dates of completion,
3057 and measurable outcomes to address those performance issues which need
3058 improvement. A performance improvement plan may be developed by the
3059 dean/academic administrator for a rating below “Meets Standards” in any
3060 individual category.

3061
3062 (2) The faculty member receiving an overall rating below “Meets Standards”
3063 will be evaluated again within twelve (12) months.

3064
3065 (3) In the subsequent evaluation, if the faculty member does not receive an
3066 overall rating of “Meets Standards” or better, the faculty member will not
3067 be eligible for any overload assignments until such time as future
3068 evaluation results in an overall “Meets Standards” or better.

3069
3070 17.3. Part-Time Faculty Evaluations

3071
3072 The part-time faculty evaluation process is designed to improve the teaching and learning
3073 process and delivery of student services, and to provide the part-time faculty member a
3074 basis for professional growth and development. Part-time faculty who are assigned
3075 teaching hours in addition to their roles as counselors, librarians, and learning disability
3076 specialists shall be evaluated in both their teaching and student service roles. In the case
3077 where two observations are necessary, if the department chair or other tenured faculty
3078 member is the evaluator as the designee of the dean/academic administrator, they will
3079 only be required to conduct one of the class/worksite/electronic visits and the
3080 dean/academic administrator will be required to conduct the other.

3081
3082 a. Evaluation Timelines

3083

- 3084 (1) Each part-time faculty member shall be evaluated during the
3085 semester/term of their first assignment at that college.
3086
3087 (2) Subsequent reviews will be every sixth semester, and no fewer than one in
3088 every three years. Out-of-sequence evaluations may also occur as needed
3089 if approved by the vice chancellor of Human Resources in consultation
3090 with the Association.
3091 (3) Part-time faculty only assigned during a summer or winter intersession
3092 will be evaluated in the term of their first assignment and then every 3
3093 years thereafter.
3094

3095 b. Part-time Faculty Evaluation Process
3096

3097 (1) Self-Evaluation
3098

- 3099 (a) The faculty member will submit to the dean/academic administrator
3100 a portfolio including a report of appropriate class materials (such as
3101 sample syllabi and assignments); accomplishments (such as
3102 publications, exhibitions or performances); awards and
3103 achievements; and other pertinent information, including college
3104 activities and service, as determined by the part-time faculty
3105 member.
3106
3107 (b) The college shall provide course success data disaggregated by
3108 race/ethnicity to the faculty member, and if any of the groups
3109 represented in this data shows consistently lower success rates, the
3110 faculty member will provide a brief self-assessment of how they will
3111 adjust the teaching and learning process for these groups. Included in
3112 this assessment will be any plan of action for course completion
3113 percentages that fell below forty percent (40%).
3114
3115 (c) The self-evaluation shall also include a description of the faculty
3116 member's teaching, learning, and professional practices that
3117 specifically support diversity, equity, inclusion, and accessibility in
3118 the educational environment to improve equitable outcomes and
3119 course completion for all students, and, if applicable, a list of any
3120 DEIA-related professional development activities completed by the
3121 faculty member.
3122

3123 (2) Instructional Activity Observation
3124

3125 The appropriate dean/academic administrator or designee will make
3126 scheduled classroom/worksite/electronic visits as described below:
3127

- 3128 (a) The part-time faculty member and dean/academic administrator or
3129 designee will mutually agree on the course(s) or equivalent in

3130 which the scheduled observation(s) will take place, so that the
3131 faculty member may be observed under optimum conditions
3132 displaying their abilities.

3133
3134 (b) Each evaluation shall include at least one (1) observation, lasting at
3135 least fifty (50) minutes. For online classes, the faculty member will
3136 present the course to the evaluator during an observation lasting at
3137 least fifty (50) minutes.

3138
3139 (c) If the dean/academic administrator's designee is the department
3140 chair or other tenured faculty member, the part-time faculty
3141 member being evaluated may agree to the observation also serving
3142 as the peer observation.

3143
3144 (3) Peer Observation

3145
3146 (a) Only one peer observation is required for each faculty member
3147 being evaluated.

3148
3149 (b) The faculty member being evaluated will submit a list of up to
3150 three (3) names of tenured faculty members to serve as potential
3151 peer observers. The dean/academic administrator, in consultation
3152 with the department chair, will select one faculty member from the
3153 list of three (3) to conduct the peer observation. Should none of the
3154 faculty members on the list be available to serve, the
3155 dean/academic administrator will work with the faculty member
3156 being evaluated to select a different tenured faculty member from
3157 within the District.

3158
3159 (c) Once the dean/academic administrator sends a request, the faculty
3160 member being evaluated shall respond to the dean/academic
3161 administrator's request for the three peer observer names within 5
3162 calendar days or the dean/academic administrator shall make the
3163 Peer Observer selection in consultation with the department chair.

3164
3165 (d) By the third (3rd) week of the semester in which a part-time
3166 faculty member is being evaluated, they will select one of the
3167 options described below and inform the dean/academic
3168 administrator in writing.

3169
3170 i. Option 1: The peer observer will conduct an observation
3171 based on a classroom/worksite/electronic visitation.

3172
3173 a) The faculty member and the peer observer will
3174 mutually agree on the course or equivalent in which
3175 the scheduled observation will take place, so that the

- 3176 faculty member may be observed under optimum
3177 conditions for displaying their abilities.
3178
- 3179 b) The observation shall last at least fifty (50) minutes.
3180 For online classes, the faculty member will present the
3181 course to the peer evaluator during an observation
3182 lasting at least fifty (50) minutes.
3183
- 3184 c) The peer observer shall submit written comments to
3185 the dean/academic administrator, which will be
3186 provided to the faculty member being evaluated and
3187 attached to the evaluation as a peer review component.
3188
- 3189 ii. Option 2: The peer observer will review the student
3190 evaluations from the previous six (6) semesters, if available.
3191 This is a pilot program and is being added as an alternate
3192 option for the peer review process for years 1 and 2 of the
3193 contract. The parties agree to meet in May 2026 to evaluate
3194 issues/concerns related to Option 2 and reopen the article for
3195 revision and/or an extension of the program. If no student
3196 evaluations are available, the faculty member being evaluated
3197 must select Option 1.
3198
- 3199 a) The peer observer shall review the student evaluations,
3200 discuss the results of the evaluations with the faculty
3201 member being evaluated, and submit written
3202 comments to the dean/academic administrator, which
3203 will be provided to the faculty member being
3204 evaluated and attached to the evaluation as a peer
3205 review component.
3206
- 3207 b) Option 2, if selected, may only be used once every 6
3208 years. Therefore, if Option 2 is selected in any given
3209 academic year, the faculty member will be required to
3210 use Option 1 in the subsequent evaluation cycle.
3211

3212 Tenured faculty members shall be obligated to serve as a peer observer
3213 once per semester. Tenured faculty members serving as peer observers for
3214 more than one (1) peer observation per semester may use their college
3215 service hours to fulfill this requirement.
3216

3217 (4) Student Surveys
3218

- 3219 (a) The District and Association will mutually agree upon the method
3220 and system used for the collection of student surveys in order to
3221 ensure the highest possible participation rate. If changes to the

3222 collection system become necessary, the District and Association
3223 will meet and mutually agree on a new system. If both parties are
3224 unable reach mutual agreement, the Chancellor shall make the final
3225 determination.

3226
3227 (b) Student surveys will be conducted in all classes taught by the
3228 faculty member during the fall and spring semesters so that faculty
3229 can use them for self-improvement. Student surveys are to be
3230 initiated prior to December 1 for the fall semester and prior to May
3231 1 for the spring semester. Student surveys will be available to the
3232 faculty member after the due date for grades.

3233
3234 (c) The objective of student surveys is to determine the student
3235 response to areas such as the fulfillment of the stated and
3236 distributed course objectives, effective communication, and
3237 respect for students' rights and needs. When a faculty member is
3238 being evaluated, the student surveys for each of the semesters
3239 within the formal evaluation period will be available to the
3240 dean/academic administrator or designee and the information may
3241 be used in the faculty performance evaluation.

3242
3243 (d) There is no minimum percentage of student survey responses
3244 required. However, if student respondents for any one class fall
3245 below the required minimums (as outlined below), such responses
3246 may only be used by the dean/academic administrator for the
3247 purpose of ensuring that the faculty member is meeting their
3248 professional obligations and/or adhering to Board Policy
3249 requirements, after validation by the dean/academic administrator.

3250
3251 Required Minimums based on census enrollments:

- 3252
3253 1) Class sizes of 30 or less need at least 6 student respondents;
3254 2) Class sizes of 31 to 74 need at least 8 student respondents;
3255 3) Class sizes of 75+ would need at least 15 student respondents.

3256
3257 (e) For those faculty members who engage in instruction outside of
3258 the classroom, including librarians, counselors, and learning
3259 disability specialists, student surveys will be collected within five
3260 (5) days of student contact sessions (i.e., student appointments or
3261 reference desk visits) during a designated four-week period each
3262 semester. There is no minimum percentage of student survey
3263 responses required. However, if there are fewer than eight (8)
3264 respondents to the survey, such responses may only be used by the
3265 dean/academic administrator for the purpose of ensuring that the
3266 faculty member is meeting their professional obligations and/or

3267 adhering to Board Policy requirements, after validation by the
3268 dean/academic administrator.

3269
3270 (f) Student surveys alone may never be used as the sole justification
3271 for an overall evaluation.

3272
3273 (5) Report Preparation

3274
3275 (a) The dean/academic administrator will complete a Faculty
3276 Performance Evaluation Report (Appendix B), including a
3277 recommendation of continued employment, based upon:

- 3278
3279 i. the materials from the faculty portfolio;
3280
3281 ii. results of observations by the dean/academic administrator
3282 or designee and peer observer, if different from designee;
3283
3284 iii. results of student surveys from the evaluation period;
3285
3286 iv. items relevant to the instructional duties assigned to the
3287 part-time faculty member, including adherence to Board
3288 Policy and college processes and deadlines;
3289
3290 v. a review of activities which are outside of the instructional
3291 duties, including those defined within Board Policy;
3292
3293 vi. information regarding participation in assessment of
3294 student learning outcomes. Any information included in the
3295 part-time faculty member's evaluation regarding
3296 participation in student learning outcome processes must be
3297 verified and documented.

3298
3299 (b) Part-time faculty members shall not be held accountable for any
3300 aspect of the educational program over which they have no
3301 authority.

3302
3303 (c) Evaluations are to be based on the materials described in this
3304 article.

3305
3306 Hearsay statements, rumors or information from anonymous
3307 sources shall be excluded from written evaluations. The evaluator
3308 may include in the written evaluation information which has been
3309 documented through a completed investigation subsequent to a
3310 complaint, the findings of which investigation have been delivered
3311 to the faculty member under evaluation prior to the inclusion of
3312 this information in the evaluation report.

- 3313 (d) Observation of a part-time faculty member may be completed by a
- 3314 full-time faculty member as the designee of the vice president or
- 3315 the dean/academic administrator, under the following
- 3316 circumstances:
- 3317
- 3318 i. The full-time faculty member is tenured,
- 3319
- 3320 ii. The full-time faculty member is in good standing with an
- 3321 evaluation of “Meets Standards” or better on their most
- 3322 recent evaluation,
- 3323
- 3324 iii. The full-time faculty member is approved by the
- 3325 appropriate dean/academic administrator,
- 3326
- 3327 iv. Department chairs will have the first right of refusal for all
- 3328 observations of part-time faculty members in their areas,
- 3329
- 3330 v. In the event that the faculty observer determines that an
- 3331 observation is likely to result in the observed part-time
- 3332 faculty member receiving an overall rating below “Meets
- 3333 Standards,” the evaluation process will revert to the
- 3334 dean/academic administrator, who will conduct a new
- 3335 observation in order to complete the evaluation. In order to
- 3336 initiate the transfer of the evaluation to the dean/academic
- 3337 administrator, the faculty observer shall complete the
- 3338 Transfer of Evaluation Form (Appendix C).
- 3339
- 3340 c. For those part-time faculty members with priority rehire eligibility as described in
- 3341 Article 15, evaluation procedures in relation to continued priority rehire eligibility
- 3342 status will be as described in Article 15.
- 3343

3344 17.4 Violations of the Evaluation Process

3345

3346 Allegations that the District has not complied with the evaluation procedures shall

3347 be processed through the grievance procedure in this Agreement. While violations

3348 of these evaluation procedures may be subject to the grievance procedure, a non-

3349 substantive error in the evaluation shall not be grievable. The parties recognize

3350 that there are many deadlines and procedural requirements in the process and that

3351 peers are involved. While the parties expect the process to be followed as written,

3352 they recognize that a non-substantive procedural error could occur but may not

3353 require a change in the result. A “substantive error” is one which, if not made,

3354 would have changed the result.

3355

3356

3357

3358

**ARTICLE 18
PERSONNEL FILES**

3359
3360
3361
3362 18.1. General Provisions
3363

3364 There shall be only one official personnel file for each faculty member. This file shall be
3365 secured by Human Resources.
3366

3367 18.2. Access to Files and Release of Personnel Information
3368

3369 a. The faculty member shall have access to their file at reasonable intervals and at
3370 reasonable times, with reasonable advance notice subject to the following
3371 restrictions:
3372

3373 (1) The employee shall not have the right to inspect personnel records at a
3374 time when the employee is actually required to render services to the
3375 District.
3376

3377 (2) The employee shall not have the right to inspect materials the access to
3378 which is specifically excluded by federal or state regulation or statute.
3379

3380 b. Representatives of the Association shall have access at reasonable intervals and at
3381 reasonable times, with reasonable advance notice, to the file with the faculty
3382 member's written authorization.
3383

3384 c. Management's access to a faculty member's personnel file shall be restricted to
3385 authorized administrators, authorized personnel office staff, and the faculty
3386 member's immediate supervisor. The information and contents of a faculty
3387 member's personnel file may not be released to anyone else without the faculty
3388 member's express prior written consent, or in order to comply with a legal
3389 requirement such as a court order.
3390

3391 18.3. Placement of Material in Personnel Files
3392

3393 a. Any material placed in a faculty member's file must be signed and dated. A copy
3394 shall be given to the faculty member prior to the time of insertion in the personnel
3395 file.
3396

3397 b. Information of a derogatory nature shall not be entered into an employee's
3398 personnel records unless and until the employee is given notice and an
3399 opportunity to review and comment on that information. The employee shall have
3400 the right to enter into their personnel file, and have attached to any derogatory
3401 statement, their own comments. A faculty member who alleges that information
3402 in their personnel file is false or erroneous shall have the right to file a grievance
3403 for the purpose of having such information rectified or expunged. Nothing herein

3404 shall limit the right of a faculty member to grieve disciplinary actions, including
3405 but not limited to documents which are punitive or disciplinary in nature.
3406

- c. 3407 A faculty member shall have the right to place in the file such material, within
3408 reason, as they determine may be directly related to their position as a faculty
3409 member.
3410
3411
3412
3413
3414
3415
3416
3417
3418
3419
3420
3421
3422
3423
3424
3425
3426
3427
3428
3429
3430
3431
3432
3433
3434
3435
3436
3437
3438
3439
3440
3441
3442
3443
3444
3445
3446
3447
3448
3449

**ARTICLE 19
TRANSFERS**

3450
3451
3452
3453 19.1. General Provisions
3454

3455 A lateral transfer refers to any administrative or Board action which results in the
3456 movement of a faculty member from one immediate supervisor or site to another. A
3457 transfer may be initiated by the faculty member (“voluntary”) or by the District
3458 (“involuntary”).
3459

3460 19.2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to
3461 a new or vacated position to take effect at the beginning of the next academic semester.
3462

- 3463 a. The request for voluntary lateral transfer may be initiated at any time.
3464
- 3465 b. All requests for voluntary transfers shall be considered on the basis of (1) required
3466 minimum qualifications as defined in Title 5, §53410, (2) reasonableness, and (3)
3467 seniority.
3468
- 3469 c. No faculty member shall be overtly or indirectly coerced by management to seek
3470 a voluntary lateral transfer.
3471
- 3472 d. If a voluntary transfer request is denied, the faculty member, upon request, shall
3473 be provided with the reasons for the denial.
3474

3475 19.3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature.
3476 They shall be based on the educational needs of the District.
3477

- 3478 a. A faculty member may be involuntarily laterally transferred provided (1) required
3479 minimum qualifications as defined Title 5, §53410, (2) reasonableness, and (3)
3480 seniority have been appropriately considered. However, seniority shall not be a
3481 consideration in circumstances where an actual conflict of interest exists.
3482
- 3483 b. Faculty members to be involuntarily laterally transferred shall have the right to
3484 indicate preferences from a list of vacancies, and the District shall honor such
3485 requests on the basis of (1) required minimum qualifications, (2) reasonableness,
3486 and (3) seniority (except in circumstances where an actual conflict of interest
3487 exists).
3488
- 3489 c. A faculty member to be involuntarily laterally transferred shall be given the
3490 reasons for the transfer.
3491
- 3492 d. An involuntary lateral transfer shall result in compensation at the appropriate
3493 compensatory step and column.
3494
3495

ARTICLE 20
TRAVEL

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
3540
3541

- 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

3542
3543
3544
3545
3546
3547
3548
3549
3550
3551
3552
3553
3554
3555
3556
3557
3558
3559
3560
3561
3562
3563
3564
3565
3566
3567
3568
3569
3570
3571
3572
3573
3574
3575
3576
3577
3578
3579
3580
3581
3582
3583
3584
3585
3586

- 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/academic administrator 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/academic administrator and/or campus police as soon as possible. The

3587 District shall not retaliate against a faculty member for reporting unsafe or unhealthy
3588 conditions and/or taking reasonable emergency actions.
3589

3590 21.7. Each faculty member shall adhere to the District’s safety rules and policies for the well-
3591 being of the students and faculty members of the District, and shall attend all scheduled
3592 District safety training sessions which are related to their assignments, or as determined
3593 to be mandatory by agreement between the District and the Association, or required by
3594 law or regulation.
3595

3596 21.8. The District shall take all necessary and immediate action to contain or mitigate all
3597 reported work-related incidents of violence or threats of bodily harm towards faculty
3598 members.
3599

3600 a. If the incident or threat is witnessed or received directly by the affected faculty
3601 member, the faculty member shall immediately report it to their dean/academic
3602 administrator and/or campus police.
3603

3604 b. If the incident or threat is witnessed or received by another college or district
3605 employee and is reported to the District, the District will immediately notify
3606 impacted faculty member(s) of the received threats and of actions being taken to
3607 assure their safety.
3608

3609 c. The District shall conduct an investigation of all legitimate work-related threats and
3610 alleged work-related incidents of violence towards a faculty member and contain or
3611 mitigate as necessary. During the period of investigation and mitigation, if the
3612 faculty member feels endangered, they may request that the District make a
3613 reasonable effort to ensure a safe work environment by doing such things as
3614 changing the class location, providing on-site security, reassigning or removing the
3615 student, or other remedies.
3616

3617 21.9. If the SOCCCD chancellor or college president, or their designee, orders an immediate
3618 evacuation of three (3) days or fewer of the campus or any part of the campus in response
3619 to an emergency, faculty members shall not suffer a loss of pay or deductions from
3620 accumulated sick leave during the period of such evacuation, and shall remain available
3621 for immediate return to work after the situation is resolved and a clearance is issued.
3622

3623 21.10. In extended emergency situations, the District, in consultation with the Association, will
3624 establish safety protocols related to the return to work.
3625

3626 21.11. The District will establish a permanent District-wide Health and Safety Committee with
3627 proportional representation from district administration, college administration, and all
3628 bargaining groups. The Committee shall meet as needed or within thirty (30) days from
3629 the date a request is made by either the Faculty Association or the District.
3630
3631
3632

3633 **ARTICLE 22**

3634 **LAY-OFF PROCEDURES AND FACULTY SERVICE AREAS**

3635
3636 22.1. General Provisions

3637
3638 Should the District institute a layoff of full-time faculty, the statutory guarantees
3639 contained in the California Educ. Code as applicable to Community College Districts are
3640 incorporated into this Agreement and shall apply.

3641
3642 22.2. Faculty Service Areas

3643
3644 a. California Ed Code § 87743.1 defines Faculty Service Areas (FSAs) as “a service or
3645 instructional subject area or group of related services or instructional service areas
3646 performed by faculty and established by a community college district...”. For
3647 purposes of this agreement, shall be the “Disciplines and Areas” established by the
3648 California Community College Chancellor’s Office and any disciplines established
3649 locally at the District.

3650
3651 b. Each full-time faculty member shall qualify in one or more FSA at the time of initial
3652 employment.

3653
3654 c. Initial placement in an FSA or FSAs shall be based on one or more of the following:

- 3655
3656 (1) possession of the appropriate degree and/or experience for the specific
3657 discipline-represented in that FSA, as provided for in the minimum
3658 qualifications list established by the California Community Colleges
3659 Chancellor’s Office; or
3660 (2) possession of a valid California Community College Credential in the
3661 occupational discipline; or
3662 (3) possession of a valid California Community College Credential and a
3663 bachelor’s degree in the academic discipline; or
3664 (4) possession of a Lifetime California Credential for the discipline of the
3665 FSA; or
3666 (5) granting of equivalency in the discipline as determined through the hiring
3667 process.

3668
3669 d. Upon hire, the District shall provide each new probationary full-time faculty member
3670 with a list of District FSA’s and the minimum qualifications for each. The faculty
3671 member may be added to each FSA for which they qualify, as specified in 22.2.c.

- 3672
3673 (1) Where the new hire clearly possesses the specified minimum
3674 qualifications as determined by the Minimum Qualifications for Faculty
3675 and Administrators in California Community Colleges Chancellor’s
3676 Office, Human Resources shall certify the applicant as meeting the
3677 requirements for the FSA. In all other cases, the application shall go

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
3723

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:

- 3724 (1) A list of all full-time faculty issued layoff notices;
 3725
 3726 (2) The FSA's for which each full-time faculty member is qualified, as
 3727 determined by 22.2;
 3728
 3729 (3) A list of all temporary, part-time, or other employees performing bargaining
 3730 unit work, indicating the number of hours per week worked by each
 3731 employee;
 3732
 3733 (4) A class size report comparing current, pre-layoff status with the projected
 3734 class size impact resulting from contemplated layoffs; and
 3735
 3736 (5) A list of assignment/reassignment and transfer changes contemplated as a
 3737 result of anticipated layoffs.
 3738
 3739 c. The services of no tenured employee may be terminated under this section while
 3740 any temporary employee, probationary employee, or other employee with less
 3741 seniority is retained to render a service in an FSA for which the records of the
 3742 District reflect that the tenured employee possesses the minimum qualifications as
 3743 prescribed by the California Community Colleges Chancellor's Office.
 3744
 3745 d. The Board of Trustees shall make assignments and reassignments in such a
 3746 manner that faculty shall be retained to render any service which their seniority
 3747 and qualifications entitle them to render.
 3748
 3749 e. If it becomes necessary for a reduction in force (layoff), full-time faculty
 3750 members assigned to an FSA subject to such layoff shall be laid off in reverse
 3751 order of seniority within the District (Educ. Code §87743). Probationary full-time
 3752 faculty subject to any such lay-offs shall have a 24-month right of reemployment
 3753 in any position in which they meet minimum qualifications as set forth in the
 3754 Education Code Section 87745. Tenured full-time faculty members will have a
 3755 39-month right of reemployment in any position in which they meet minimum
 3756 qualifications as set forth in Education Code Section 87744.
 3757
 3758 f. Members of the bargaining unit who are laid off shall receive:
 3759
 3760 (1) Any negotiated items agreed to between the Faculty Association and District
 3761 upon formal notification of the layoff(s); plus:
 3762
 3763 (2) Up to five (5) days of paid leave to be used in seeking other employment; and
 3764
 3765 (3) Continued enrollment in any health plans and welfare benefits offered by the
 3766 District. The District shall pay the full cost of such plans for the laid off unit
 3767 member and their dependents for a period of ninety (90) days following the
 3768 date health and welfare benefits would otherwise expire. Thereafter, the laid-

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

off unit member may continue to pay the necessary premiums on a monthly basis as provided by COBRA.

ARTICLE 23
DISCIPLINE PROCEDURES

3815
3816
3817
3818
3819
3820
3821
3822
3823
3824
3825
3826
3827
3828
3829
3830
3831
3832
3833
3834
3835
3836
3837
3838
3839
3840
3841
3842
3843
3844
3845
3846
3847
3848
3849
3850
3851
3852
3853
3854
3855
3856
3857
3858
3859
3860

- 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.

3861
3862
3863
3864
3865
3866
3867
3868
3869
3870
3871
3872
3873
3874
3875
3876
3877
3878
3879
3880
3881
3882
3883
3884
3885
3886
3887
3888
3889
3890
3891
3892
3893
3894
3895
3896
3897
3898
3899
3900
3901
3902
3903
3904
3905
3906

**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.

ARTICLE 25
GRIEVANCE PROCEDURES

3907
3908
3909
3910 25.1. General Provisions

3911
3912 A grievance is a formal written allegation by a grievant who alleges a violation,
3913 misapplication or misinterpretation of a specific article, section, or provision of this
3914 Agreement.

- 3915
- 3916 a. The purpose of this procedure is to secure, at the lowest possible level, an
3917 equitable resolution of a grievance. Both parties agree that these proceedings will
3918 be kept as informal and confidential as appropriate at any level of the procedure.
3919
 - 3920 b. Actions to challenge or change the policies of the District as set forth in law,
3921 policies, rules and regulations and procedures not contained within this
3922 Agreement, and/or actions for which another process is provided by law (e. g.,
3923 discrimination) must be undertaken under separate processes.
3924
 - 3925 c. If a decision regarding the granting of tenure is disputed, the grievance procedure
3926 will be used.
3927
 - 3928 d. Nothing contained herein will be construed as limiting the right of any faculty
3929 member having a grievance to discuss the matter informally with the appropriate
3930 member of the administration, and to have the grievance adjusted without
3931 intervention by the Association, provided that the adjustment is consistent with
3932 the terms of this Agreement and that the Association has been given an
3933 opportunity to review the grievance, the proposed resolution, and state its view.
3934
 - 3935 e. Prior to filing a grievance at Level I below, grievants are required to discuss the
3936 potential grievance with their dean/academic administrator or appropriate
3937 supervisor, either directly or through the Association's grievance representative or
3938 designee, with intent to resolve the grievance informally.
3939

3940 If the grievant is not satisfied with the disposition of the potential alleged
3941 grievance at the informal level, the grievant may file a formal grievance in
3942 accordance with the provisions of Section 25.4.a. of this article.
3943

- 3944 f. The grievant may be represented by an Association representative at all levels of
3945 the grievance procedure under Section 25.4. below. Should the Association waive
3946 its rights to be present and/or state its view at any one stage of the procedure, the
3947 Association shall retain the right to do so at any or all subsequent stages of the
3948 grievance procedure.
3949
- 3950 g. If a grievance arises from action or inaction by the District administration, the
3951 aggrieved person shall submit such grievance directly to the Association and the

3952 Chancellor or designee, and if necessary this grievance shall continue as specified
3953 in Level III (see Section 25.4.c. below).

3954
3955 h. If the grievance arises from action or inaction by the Chancellor, the grievance
3956 shall be submitted directly to the Association and to the Chancellor or designee.
3957 In the event that the grievance is not resolved between the grievant and/or the
3958 Association and the Chancellor or designee, the grievance will be submitted to the
3959 Board of Trustees through the Board President. If necessary, this grievance shall
3960 continue as specified in Level IV (Section 25.4.d. below).

3961
3962 i. No reprisals of any kind will be taken by the Board, the Chancellor, any member
3963 or representative of the administration of the District, or by the Association, its
3964 officers or its members against any aggrieved person, any party in interest, any
3965 member of the Association, or any other participant in the grievance procedure by
3966 reason for such participation.

3967
3968 25.2. Scheduling of grievance meetings

3969
3970 a. Every effort will be made to schedule meetings for the processing of grievances at
3971 times that will not interfere with the regular assigned duties of the participants.

3972
3973 b. In accordance with Article 6 (Association Rights), the Association representative
3974 will, upon reasonable notice to the appropriate dean/academic administrator, be
3975 released from duties without loss of pay to attend meetings.

3976
3977 c. If the grievance meeting must be held at a time which conflicts with the grievant's
3978 assigned duties, upon reasonable notice to the appropriate dean/academic
3979 administrator, the grievant will be released to attend the meeting. Any District
3980 employee who is requested by any party of interest to appear in such meetings or
3981 hearings as a witness shall, upon reasonable notice to appropriate dean/academic
3982 administrator or supervisor, be released from assigned duties to attend the
3983 meeting.

3984
3985 25.3. Time Limits

3986
3987 a. All grievances should be processed in an expeditious and timely manner.

3988
3989 b. Should the grievant fail to comply with the established time limits at any step,
3990 they shall forfeit all rights to process the existing grievance.

3991
3992 c. Should the District or its designated representatives fail to respond to a grievance
3993 within established time limits at any step, the grievant is entitled to proceed to the
3994 next step.

3995
3996 d. Any time limits set forth herein shall begin the day following the receipt of a
3997 written decision.

- 3998 e. Time or procedural steps may be waived at any step by mutual written agreement.
3999
4000 f. The parties agree that the grievance timelines shall be tolled (paused) during
4001 summer between the end of the spring semester and the beginning of the Fall
4002 semester, and during winter break between the end of the Fall semester and the
4003 beginning of the spring semester. In the event a grievance is filed at such a time
4004 that it cannot be processed through all the steps in this grievance procedure by the
4005 end of the spring semester and, if left unresolved until the beginning of the
4006 following Fall semester, could result in harm to the grievant, the time limits set
4007 forth herein may be adjusted by mutual agreement so that the procedure may be
4008 completed prior to the end of the academic year, or as soon thereafter as may be
4009 agreeable to the grievant and the District.
4010

4011 25.4. Grievance Procedure

4012 a. Level I – Immediate Supervisor

- 4013 (1) The grievant shall present their grievance in writing to the appropriate
4014 Association grievance chair and the immediate supervisor on the District
4015 Grievance Form (Appendix D) within 180 calendar days after the grievant
4016 could have known or reasonably known of the alleged violation of the
4017 contract. The grievance shall contain a clear and concise statement of the
4018 grievance, the circumstances involved, including any supporting evidence,
4019 the specific sections of this Agreement alleged to have been violated, the
4020 affected employee(s) and the specific remedy sought.
4021
4022 (2) Within ten (10) days of receiving the grievance the immediate supervisor
4023 may request a formal conference to discuss the grievance. The immediate
4024 supervisor shall render a decision to the grievant in writing within ten (10)
4025 days of receiving the grievance, or of the date that the grievance
4026 conference was held, whichever is later.
4027
4028
4029

4030 b. Level II – President or Designee

- 4031 (1) In the event the grievant is not satisfied with the decision, if provided, at
4032 Level I, the decision may be appealed on the grievance form to the
4033 president, within ten (10) days of receiving the Level I decision, or when it
4034 should have been received.
4035
4036 (2) In order to be processed or considered, the appeal shall include copies of
4037 the original grievance and decision, if rendered, and the reason for the
4038 appeal.
4039
4040 (3) The president, or designee, shall hold a conference with the grievant upon
4041 request of either party. The president, or designee, shall communicate the
4042 decision about the grievance to the grievant in writing on the grievance
4043

4044 form within ten (10) days of receiving the appeal and forward a copy of
4045 the response to Faculty Association.

4046
4047 (4) The president’s designee shall not be any person who has previously ruled
4048 on the grievance at any of the previous levels.

4049
4050 c. Level III – Chancellor or Designee

4051
4052 (1) If the grievant is not satisfied with the decision at Level II, the grievant
4053 may appeal the decision to the Chancellor, or designee, on the grievance
4054 form within ten (10) days of receipt of the decision at Level II, or of when
4055 the decision should have been received.

4056
4057 (2) The appeal shall include a copy of the original grievance and appeals with
4058 decision rendered, and reasons for the appeal.

4059
4060 (3) The Chancellor, or designee, shall hold a conference with the grievant
4061 upon request of either party. The Chancellor, or designee, shall
4062 communicate the decision to the grievant in writing on the grievance form
4063 within fifteen (15) days of receiving the appeal and forward a copy of the
4064 response to Faculty Association.

4065
4066 (4) The Chancellor’s designee shall not be any person who has previously
4067 ruled on the grievance at any previous level.

4068
4069 d. Level IV – Mediation

4070
4071 (1) If the grievant is not satisfied with the decision at Level III, the grievant,
4072 with the consent of the Association, may request that the grievance be
4073 submitted to mediation for review. The request should be made to the Vice
4074 Chancellor of Human Resources within ten (10) days of receipt of the
4075 Chancellor’s, or designee’s, decision or the date the decision should have
4076 been received.

4077
4078 (2) Should the District and Faculty Association not mutually agree on a
4079 mediator:

4080
4081 (a) Within five (5) working days of receipt of a written request to
4082 proceed to mediation, the District will request a list of seven (7)
4083 mediators from the from the California State Mediation and
4084 Conciliation Service.

4085
4086 (b) Within ten (10) days after receipt of the list, a representative of the
4087 District and a representative of Association shall alternately strike
4088 names from the list until only one name remains. The first strike
4089 shall be determined by coin flip.

- 4090 (3) The function of the mediator shall be to assist the parties to achieve a
4091 mutually satisfactory resolution of the grievance by means of the
4092 mediation process.
4093
- 4094 (4) If a mutual resolution of the grievance is reached during mediation, a
4095 written statement of the resolution will be prepared and signed by the
4096 parties.
4097
- 4098 e. Level V – Arbitration
4099
- 4100 (1) If the grievant and Faculty Association are not satisfied with the
4101 disposition of the grievance at Level IV and wish to proceed to arbitration,
4102 a request shall be made to the Vice Chancellor of Human Resources
4103 within ten (10) days from the date the District, the Association, or the
4104 mediator indicate in writing that mediation has concluded. Should the
4105 Faculty Association and the District be unable to mutually agree on the
4106 selection of an arbitrator:
4107
- 4108 (a) Within five (5) days the Human Resources Office shall request a
4109 list of seven (7) arbitrators from the California State Mediation and
4110 Conciliation Service.
4111
- 4112 (b) Within ten (10) days after receipt of the list, a representative of the
4113 District and a representative of Faculty Association shall
4114 alternately strike names from the list until only one name remains.
4115 The first strike shall be determined by coin flip.
4116
- 4117 (2) Upon selection of the arbitrator, the Human Resources Office shall contact
4118 the selected arbitrator to schedule a hearing at the earliest convenience of
4119 the arbitrator and the parties.
4120
- 4121 (3) Arbitrator expenses, including any per diem fees, actual and necessary
4122 travel and subsistence expense, and other fees and expenses shall be paid
4123 equally by the District and the Faculty Association.
4124
- 4125 (4) If either party so requests, the arbitrator shall specifically rule upon the
4126 appropriateness of arbitration of contested issues prior to the hearing on
4127 the merits of the grievance. If the parties cannot agree upon a statement of
4128 the issues to be arbitrated, the arbitrator shall determine the issues by
4129 referring to the written grievance and the answers thereto at each step.
4130
- 4131 (5) The arbitrator may render a decision only regarding the interpretation of
4132 the provision or provisions of this Agreement at issue between the parties.
4133 The arbitrator shall have no authority to add to, subtract from, alter,
4134 amend, or modify any provisions of this Agreement. The arbitrator shall

4135
4136
4137
4138
4139
4140
4141
4142
4143
4144
4145
4146
4147
4148
4149
4150
4151
4152
4153
4154
4155
4156
4157
4158
4159
4160
4161
4162
4163
4164
4165
4166
4167
4168
4169
4170
4171
4172
4173
4174
4175
4176
4177
4178
4179
4180

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.

4181 **ARTICLE 26**

4182 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

4183
4184 26.1. Bonded Sabbatical

4185
4186 At the discretion of the Board of Trustees, upon the recommendation of the District
4187 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
4188 (Educ. Code §§87767 and 87768).

4189
4190 a. Purpose

4191
4192 A sabbatical is to allow for the professional enhancement of the faculty member.
4193 Such professional enhancement shall be to the benefit of the faculty member, their
4194 college, students, and/or to the District. The value of what the faculty member
4195 may contribute following their return includes, but is not limited to, the areas of
4196 pedagogy, curriculum development, and the culture of the college and the
4197 community it serves.

4198
4199 b. Length of Sabbatical

4200 A sabbatical leave may take one of two possible forms:

- 4201
4202 (1) One semester at full pay and employee benefits, or
4203
4204 (2) One academic year at two-thirds pay and full employee benefits.
4205
4206

4207 c. Eligibility

- 4208
4209 (1) Any tenured full-time faculty member who has served the District for at
4210 least six (6) consecutive years without a break in service (Educ. Code
4211 §87768) is eligible for a sabbatical. No more than one such sabbatical may
4212 be granted to a faculty member in each seven-year period. Tenured
4213 faculty members who become administrators within the District will retain
4214 the sabbatical eligible years they accrued while serving as faculty and can
4215 utilize those years if they return to being a fulltime faculty member.
4216
4217 (2) An eligibility list will be prepared by the Human Resources Office no later
4218 than July 1st of the preceding year and sent to all full-time faculty
4219 members.

4220
4221 d. Acceptable Sabbatical Projects

4222 A sabbatical may be granted for any of the following purposes:
4223
4224

- 4225 (1) Professional study related to assigned discipline(s) or for the purpose of
 4226 retraining when there is a scheduled phase-out in a discipline and/or
 4227 program.
 4228
- 4229 (2) Completion of courses for an advanced degree related to assigned
 4230 discipline(s) or in advanced studies related to higher education.
 4231
- 4232 (3) Special project, research or assignment that relates to the goals and
 4233 mission of the college and District.
 4234
- 4235 (4) Travel related to assigned discipline, course and/or program of faculty
 4236 member.
 4237
- 4238 e. Sabbatical Committee
 4239
- 4240 (1) Each division/school will be entitled to one (1) faculty representative for
 4241 every thirty-two (32) full-time faculty members or portion thereof. Each
 4242 college president will appoint one college administrator to be a member of
 4243 the committee. The chancellor will select a vice chancellor to serve as co-
 4244 chair of the committee.
 4245
- 4246 (2) The committee members will elect a faculty co-chair from among its
 4247 membership.
 4248
- 4249 (3) Members of the Sabbatical Committee may not submit a sabbatical
 4250 proposal nor serve in the year following the completion of a sabbatical.
 4251
- 4252 (4) Each sabbatical Committee member will have one (1) vote.
 4253
- 4254 (5) The Sabbatical Committee shall have as its sole responsibility the handling
 4255 of matters pertaining to bonded sabbaticals.
 4256
- 4257 (6) The Sabbatical Committee shall meet during September each year to
 4258 establish procedures and policies within the scope of this Master
 4259 Agreement.
 4260
- 4261 (7) The Sabbatical Committee shall also establish all timelines for the
 4262 application and approval process provided that all recommendations for
 4263 sabbaticals shall be forwarded to the Chancellor no later than December
 4264 20th.
 4265
- 4266 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
 4267
- 4268 (1) The number of sabbatical semesters available for consideration by the
 4269 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
 4270 semester/year obligation as reported by the Chancellor's Office, California

4271 Community Colleges to the District in the fall of that academic year (Title
4272 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section
4273 26.1.g.(5) will not be reflected in the 4.63% allocation for the next
4274 academic year.

4275
4276 (2) The determination of the number of semesters available for sabbaticals for
4277 any given academic year shall be made by rounding up after the
4278 multiplication process takes place.

4279
4280 Example:
4281 $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$

4282
4283 (3) The Sabbatical Committee will assign priority to proposed sabbatical
4284 projects as follows:

4285
4286 (a) A first-time applicant will be given priority over applicants who
4287 have had a previous sabbatical.

4288
4289 (b) Thereafter, applicants will be determined by seniority of service
4290 and by the quality of the proposal as ranked by the Sabbatical
4291 Committee.

4292
4293 (c) In the event of a tie when all previous criteria have been met, the
4294 tie shall be broken by a majority vote of the Sabbatical Committee.

4295
4296 g. Application Process

4297
4298 (1) Faculty members shall be notified by the Sabbatical Committee of their
4299 eligibility to apply for a sabbatical and provided with instructions for
4300 completing the application form and the final report. In addition, faculty
4301 members will be informed of all necessary deadlines and procedures.

4302
4303 (2) The faculty member shall discuss the proposed sabbatical project with
4304 division/school peers, department chair, division/school dean/academic
4305 administrator, appropriate vice president, and solicit input/feedback.

4306
4307 (3) The faculty member shall submit to the college president a copy of their
4308 sabbatical proposal (or a rough draft thereof) for input and feedback. The
4309 president may provide comments and indicate one of the following:

4310
4311 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
4312 be forwarded to the committee.

4313
4314 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
4315 faculty member with recommendations to warrant the president's
4316 support.

- 4317
4318
4319
4320
4321
4322
4323
4324
4325
4326
4327
4328
4329
4330
4331
4332
4333
4334
4335
4336
4337
4338
4339
4340
4341
4342
4343
4344
4345
4346
4347
4348
4349
4350
4351
4352
4353
4354
4355
4356
4357
4358
4359
4360
4361
- 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/academic administrator may defer a board-

4362 approved sabbatical so as not to interfere with the regular operation of a
4363 department, subject to the following conditions:

- 4364
- 4365 (a) A deferred sabbatical must be granted within one (1) year of the
- 4366 date on which the deferred sabbatical was due to commence.
- 4367
- 4368 (b) Faculty members will retain their cycle of sabbatical eligibility
- 4369 based on the approval date of the application.
- 4370
- 4371 (c) When a sabbatical deferral is necessary, faculty members approved
- 4372 for their first sabbatical will receive priority.
- 4373
- 4374 (d) When a sabbatical deferral is necessary, and all affected faculty
- 4375 members have previously received a sabbatical, in the absence of a
- 4376 mutual agreement to the contrary among the affected faculty
- 4377 members, priority will be given to the most senior faculty member
- 4378 as determined by the District-assigned faculty seniority number.
- 4379

4380 i. Length and Conditions for a Sabbatical

- 4381
- 4382 (1) The recipient of a one semester sabbatical will be compensated at their
- 4383 regular salary and employee benefits; a two-semester sabbatical at two-
- 4384 thirds regular salary and full District-provided benefits. Year-long
- 4385 sabbaticals shall reduce the District contribution to STRS. Faculty
- 4386 members wishing to maintain full service credit with STRS must contact
- 4387 STRS.
- 4388
- 4389 (2) Salary while on sabbatical shall be paid on a monthly basis during the
- 4390 academic year.
- 4391
- 4392 (3) Faculty members cannot assume any other full-time employment while on
- 4393 sabbatical, unless it is an integral part of their approved sabbatical. If this
- 4394 provision is violated, all compensation and the cost of employee benefits
- 4395 must be returned to the District.
- 4396
- 4397 (4) Faculty members on sabbatical are eligible to apply for and receive
- 4398 District and/or college professional development funding to attend
- 4399 academic/professional conferences.
- 4400
- 4401 (5) Faculty members granted sabbatical shall not be authorized to perform
- 4402 additional professional services such as overload, overtime, part-time
- 4403 assignment, stipend, and grants for District pay. Except as provided by
- 4404 26.i.4., the District will not furnish equipment or materials, pay travel
- 4405 costs, or provide remuneration other than the sabbatical compensation
- 4406 during the period of the sabbatical. The Board may, upon application,
- 4407 grant exception to this provision.

4408 (6) A sabbatical shall be counted as experience for advancement on the salary
4409 schedule.

4410
4411 (7) Academic credits earned while on sabbatical or professional development
4412 activity may be used toward salary increments the following academic
4413 year, in accordance with the existing board policies.

4414
4415 j. Guarantees

4416
4417 (1) The faculty member must agree to return to the District for a period of
4418 service equal to twice the period of the sabbatical (Educ. Code, §87770).

4419
4420 (2) The faculty member shall be returned to the same or comparable position
4421 held at the time the sabbatical was granted. If conditions arise which
4422 would make it necessary to change the faculty member's assignment, the
4423 faculty member shall be notified, whenever possible, before the change
4424 becomes effective. Nothing in this paragraph is intended to be in conflict
4425 with Educ. Code §87774.

4426
4427 (3) The written agreement between the District and the faculty member
4428 includes a bond paid for by the District. The bond covers pay and the
4429 District's cost of employee benefits. If the bond is forfeited, any
4430 repercussions from the bonding company are the sole responsibility of the
4431 faculty member (Educ. Code §§87770 and 87771).

4432
4433 k. Evidence of Completion

4434
4435 (1) Upon completion of the sabbatical and within sixty (60) days of the
4436 faculty member's return to duty, a narrative report shall be submitted to
4437 the Sabbatical Committee for review and acceptance (or non-acceptance).
4438 This report will include:

4439
4440 (a) a record of the activity such as, transcripts of study completed, a
4441 copy of the product developed, and/or an evaluation of the project
4442 pursued;

4443
4444 (b) a discussion of its impact on teaching and learning;

4445
4446 (c) a description of how the sabbatical information will be used in a
4447 professional development plan;

4448
4449 (d) a narrative on how the information contributes to the benefit of the
4450 students and to the District.

4451

- 4452 (2) If the approved sabbatical project contains an implementation process or
- 4453 the Sabbatical Committee would like a follow-up report, the faculty
- 4454 member will provide the information requested in the timeline provided.
- 4455
- 4456 (3) The faculty member must schedule a minimum of one presentation(s) at a
- 4457 venue such as Professional Development Week, Division/School
- 4458 meetings, College Sabbatical Forum, and/or at a professional
- 4459 organization(s) meeting.
- 4460
- 4461 (4) The Board of Trustees and/or the Sabbatical Committee may invite
- 4462 representative faculty members to make presentations of their sabbatical
- 4463 project/activity at Board of Trustees meetings.
- 4464

4465 1. Status Changes Relating to an Approved Sabbatical

4466
 4467 Once the faculty member has been approved by the Board of Trustees for a
 4468 sabbatical activity, it is the faculty member’s responsibility to inform in writing
 4469 the Sabbatical Committee co-chairs of any change(s) in status with the sabbatical
 4470 from the time the faculty member knows or should have known of a change.

4471
 4472 (1) Project

4473
 4474 In the original application, the faculty member requests time to complete a
 4475 project with a stated outcome; however, circumstances, conditions, etc.,
 4476 identified in the application sometimes change. The faculty member must
 4477 submit a request for change to the Sabbatical Committee, college
 4478 president, and Chancellor, and seek approval from the Board of Trustees
 4479 before implementing any changes with the sabbatical project.

4480
 4481 (2) Extenuating Circumstances

4482
 4483 In the event that an extenuating circumstance occurs (such as, natural
 4484 disaster, long term family illness) that may impact the content and/or
 4485 timelines of the sabbatical project, the faculty member must report such
 4486 change to the Sabbatical Committee, college president, Chancellor, and
 4487 seek approval from the Board of Trustees before implementing any
 4488 changes with the sabbatical project.

4489
 4490 (3) Serious or Long-Term Illness/Injury of the Faculty Member

4491
 4492 It is the responsibility of the faculty member to notify the vice chancellor
 4493 of Human Resources or designee within thirty (30) days from the onset or
 4494 change in physical condition.

4495
 4496 26.2. Professional Development Leave

4497

4498 At the discretion of the Board of Trustees, the District may grant a faculty member a paid
4499 or unpaid leave of absence of up to two (2) years for professional development which
4500 may include, but shall not be limited to, additional schooling and/or training,
4501 participation in faculty exchange programs, a project/activity that would benefit the
4502 College and/or District, involvement in research efforts and acceptance of long-term
4503 assignments to other higher education institutions, agencies, corporations, foundations, or
4504 government (Educ. Code §87768).
4505

- 4506 a. Absence shall not be included as service in computing the six (6) years before or
4507 after a sabbatical.
- 4508
- 4509 b. Absence shall not be deemed a break in service.
- 4510
- 4511 c. Upon return, a faculty member will return to the same or comparable position.
- 4512
- 4513 d. The faculty member will receive credit for annual salary increments, employee
4514 benefits, including, but not limited to, insurance and retirement benefits, to the
4515 extent not expressly prohibited by law.
4516

4517
4518
4519
4520
4521
4522
4523
4524
4525
4526
4527
4528
4529
4530
4531
4532
4533
4534
4535
4536
4537
4538
4539
4540
4541
4542
4543

ARTICLE 27
BENEFITS

4544
4545
4546
4547 27.1. Full-time Faculty Health Insurance
4548

4549 The District shall pay 100 percent of the health insurance premium for faculty members
4550 working 75 percent or more of a full-time faculty contract and their eligible dependents.
4551 The coverage provided shall meet the specifications on file at the District Business
4552 Office.
4553

4554 27.2. Part-Time Faculty Health Insurance Allowance
4555

4556 a. The purpose of this program is to provide an opportunity for individual part-time
4557 faculty members to receive an allowance for the purpose of securing a
4558 comprehensive medical plan.
4559

4560 Parameters:

- 4561
- 4562 • Plan is required to be a comprehensive medical plan
 - 4563 • District is not responsible for STRS impacts for STRS Retirees
 - 4564 • The monthly allowance is offered only for months in which the employee
4565 receives medical coverage.
4566

4567 The monthly benefit amount takes effect spring of 2025 and is calculated as
4568 follows:
4569

4570 Employee 4571 Monthly Cost 4572 (rounded up to nearest \$)	4573 Monthly Allowance
4574 \$1 to \$100	= \$100*
4575 \$101 to \$250	= \$250*
4576 \$251 to \$500	= \$500*
4577 \$501 plus	= \$750*
4578 Medicare Recipients	= \$350*

4579 * Subject to Article 27.2.b
4580

4581 b. The District shall provide a monthly allowance to qualified part-time faculty
4582 members for the purpose of purchasing comprehensive health insurance. The total
4583 amount of the allowance will be \$768,000 per semester. Once all eligible
4584 employees and amounts have been determined, if the total amount is greater than
4585 \$768,000 per semester, the allowance amounts will be reduced proportionately so
4586 that the total amount equals but does not exceed \$768,000 per semester.
4587

4588 c. This allowance shall be applied toward a qualified voluntary comprehensive
4589 health insurance program of the faculty member's individual arrangement and
4590 choice for the part-time faculty member who meets the following criteria:

- 4591 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
- 4592 paid during the summer session.
- 4593
- 4594 (2) The faculty member must have completed four (4) semesters of
- 4595 employment in the district.
- 4596
- 4597 (3) The faculty member must be employed for a minimum of nine (9) LHE in
- 4598 the District in the 12-month period ending at the end of the prior semester
- 4599 (summer session counts toward meeting this requirement).
- 4600
- 4601 (4) The faculty member had assignments in the District in at least four (4) of
- 4602 the semesters during the prior three (3) academic years. Summer session
- 4603 does not count toward meeting this requirement.
- 4604
- 4605 (5) The faculty member must work a minimum of three LHE in the District
- 4606 during the semester in which the District allowance is disbursed.
- 4607
- 4608 (6) Each semester the faculty member must submit the following to the
- 4609 District Business Office no later than September 10th and February 10th by
- 4610 5 p.m. (PST) in order to be eligible for the District allowance:
- 4611
- 4612 (a) A signed affidavit and official documentation of current enrollment
- 4613 and monthly premium cost paid by the employee in a voluntary
- 4614 Bronze, Silver, Gold, or Platinum medical plan provided through
- 4615 Covered California under the Patient Protection and Affordable
- 4616 Care Act, or an equivalent comprehensive medical or health
- 4617 insurance plan.
- 4618
- 4619 (b) If coverage is terminated, the part-time faculty member must notify
- 4620 the District within ten (10) days of the date of termination. If the
- 4621 policy is terminated, the benefit will cease for the remainder of the
- 4622 semester.
- 4623
- 4624 (c) This program is subject to random District audits.
- 4625
- 4626 d. The District allowance will cease if the employee no longer meets the
- 4627 requirements of the above criteria.
- 4628
- 4629 e. The District allowance shall be paid through payroll and will be prorated over the
- 4630 number of paychecks received by the eligible faculty member each fall and spring
- 4631 semester.
- 4632

27.3. Dental Insurance

The District shall pay one hundred percent of the premium for dental insurance for faculty members working seventy-five percent (75%) or more of a full-time contract and

4637 their eligible dependents. Coverage provided shall meet the specifications on file at the
4638 District Business Office.

4639
4640 27.4. Vision Insurance

4641
4642 The District shall pay one hundred percent of the premium for vision insurance for
4643 faculty members working seventy-five percent (75%) or more of a full-time contract and
4644 their eligible dependents. Coverage provided shall meet the specifications on file at the
4645 District Business Office.

4646
4647 27.5. Employee Assistance / Mental Health Program

4648
4649 The District shall pay one hundred percent of the premium for a faculty member's
4650 assistance/mental health program for employees working seventy-five percent (75%) or
4651 more of a full-time faculty contract and their eligible dependents. Coverage provided
4652 shall meet the specifications on file at the District Business Office.

4653
4654 27.6. Life Insurance

4655
4656 The District shall pay one hundred percent of the premium for life insurance for faculty
4657 members working seventy-five percent (75%) or more of a full-time faculty contract and
4658 their eligible dependents. The coverage provided shall be two times the annual salary up
4659 to \$200,000.00, plus \$50,000.00.

4660
4661 27.7. Long Term Disability Insurance

4662
4663 The District shall pay one hundred percent of the premium for long-term disability
4664 (salary protection) for faculty members working seventy-five percent (75%) or more of a
4665 full-time faculty contract. The coverage provided shall meet the specifications on file at
4666 the District Business Office.

4667
4668 27.8. Long Term Care Insurance

4669
4670 For faculty members working seventy-five percent (75%) or more of a full-time faculty
4671 contract, the District shall pay the premium for long-term care insurance. Should long
4672 term care insurance become no longer available or if the premium increase is above fifty
4673 percent (50%) in any one year, the parties agree to meet and negotiate any change in
4674 coverage. Coverage provided shall meet the specifications on file at the District Business
4675 Office.

4676
4677 27.9. Legal Assistance Program

4678
4679 The District shall pay one hundred percent of the premium for legal assistance programs
4680 for faculty members working seventy-five percent (75%) or more of a full-time faculty
4681 contract and their eligible dependents. Coverage provided shall meet the specifications on
4682 file at the District Business Office.

4683 27.10. Coverage Period

4684
4685 Full-time faculty members shall receive qualifying benefits from the first of the month
4686 following their first contractual day of their first academic year with the District. In each
4687 succeeding year, coverage will be continuous unless a faculty member resigns, retires,
4688 otherwise separates from employment, or as otherwise specified in this agreement, in
4689 which case the benefits will end the last day of the month when employment ends.

4690
4691 27.11. Benefits During a Leave

4692 Faculty members shall receive medical, dental, vision, and life insurance benefits while
4693 on a leave of absence in accordance with the following conditions:

- 4694
- 4695 a. Faculty members shall continue to receive insurance benefits while on paid leaves
4696 of absence.
 - 4697
 - 4698 b. A faculty member on an unpaid leave of absence due to illness shall continue to
4699 receive insurance benefits, provided by the District, during the leave of absence
4700 but not to exceed twelve (12) months following the exhaustion of all leaves;
4701 provided, however, that if the faculty member has been employed for a period of
4702 ten (10) years or more in the District, and has reached the age of fifty-five (55),
4703 the District will provide health benefits for the absent faculty member until that
4704 faculty member is able to return to duty, elects to retire as specified in Section
4705 31.4. below, or is separated from the District.
 - 4706
 - 4707 c. Faculty members on unpaid leave longer than one year are eligible to apply for
4708 employee paid insurance coverage under Consolidated Omnibus Budget
4709 Reconciliation Act (COBRA).

4710
4711 27.12. Tax Sheltered Annuities

4712
4713 Faculty members may participate in tax sheltered annuity plans from the District's
4714 approved list of vendors. The District will provide payroll deduction for this purpose.

4715
4716 27.13. Medical Examinations and Tests

4717
4718 Medical examinations and tests required by the District for employment shall be paid by
4719 the District.

4720
4721 27.14. Parking

4722
4723 Appropriate staff parking shall be provided on campus for \$60.00 per year for full time
4724 faculty members and \$30.00 per year for part-time faculty members. Faculty may
4725 purchase an annual permit for the total amount or a separate permit for the fall semester
4726 and spring semester for half the annual amount. Summer and intersession terms are
4727 included in both the annual permit and in the spring semester permit. A summer only
4728 permit would cost \$30.00 for full-time faculty and \$15.00 for part-time faculty.

4729 27.15. Change in Level of Benefit

4730
4731
4732
4733
4734
4735
4736
4737
4738
4739
4740
4741
4742
4743
4744
4745
4746
4747
4748
4749
4750
4751
4752
4753
4754
4755
4756
4757
4758
4759
4760
4761
4762
4763
4764
4765
4766
4767
4768
4769
4770
4771
4772
4773
4774

The District agrees that changes to the level of benefit coverage will be negotiated.

ARTICLE 28
WORKLOAD BANKING PROGRAM

4775
4776
4777
4778
4779
4780
4781
4782
4783
4784
4785
4786
4787
4788
4789
4790
4791
4792
4793
4794
4795
4796
4797
4798
4799
4800
4801
4802
4803
4804
4805
4806
4807
4808
4809
4810
4811
4812
4813
4814
4815
4816
4817
4818
4819

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.g, 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

- 4820 service work during the term of the leave.
- 4821
- 4822 g. Full semester banked workload leaves will be limited to once every eight (8)
- 4823 semesters. A partial banked workload leave will be limited to once every six (6)
- 4824 semesters. The timeline restarts once a banked load leave is taken.
- 4825
- 4826 h. Workload credit earned in restricted or categorically funded programs may be
- 4827 banked only if allowed by State and Federal regulations and the granting agency.
- 4828
- 4829 i. Payment for banked workload earned in the fall and spring semesters, summer
- 4830 sessions, and any other instructional sessions beyond the traditional semesters will
- 4831 be withheld by payroll. Banked workload will be officially posted as banked at
- 4832 the end of the semester in which it is earned.
- 4833
- 4834 j. Faculty members who request to schedule banked workload leave will not be
- 4835 eligible to apply or take any other leave to extend an absence from the workplace
- 4836 longer than one semester.
- 4837

4838 28.3. Criteria to earn banked workload credit:

4839

- 4840 a. Both tenured and probationary faculty members may earn banked workload
- 4841 credit.
- 4842
- 4843 b. The faculty member must submit the Workload Banking Request Form
- 4844 (Appendix E) at least one week prior to the beginning of the session in which the
- 4845 banked workload credit is being requested.
- 4846
- 4847 c. The dean/academic administrator will acknowledge the request to bank workload
- 4848 and record the request through the appropriate vice president's office.
- 4849
- 4850 d. Banked workload credit can be earned from assignments exceeding thirty (30)
- 4851 LHE per year scheduled during fall and spring semesters, as part of a summer
- 4852 assignment, or during any other instructional session beyond the traditional
- 4853 semesters.
- 4854
- 4855 e. Full-time faculty members banked workload credit is calculated as follows (see
- 4856 Article 15, Workload):
- 4857

4858 (1) Lecture Assignments (contact hour)

4859

	<u>Contact Hours</u>	<u>LHE for load</u>
4861 Lecture	1	1
4862 Lab	1	1
4863 Practicum	1.2 (5/6)	1
4864 Learning Center/Tutorial	2	1
4865 Example: Digital Photography 5/6 (units lecture/practicum per week)		

4866 3 Hours Lecture = 3 LHE
 4867 6 Hours Practicum = 5 LHE
 4868 8 LHE for load
 4869

4870 (2) Non-Lecture Assignments (clock hour)
 4871

4872 Thirty (30) clock hours = 1 LHE
 4873

	<u>Clock Hours</u>	<u>LHE for Load</u>
4875		
4876	Tutorial Coordination 2	1
4877	Library 2	1
4878	Counseling 2	1
4879	Learning Disability 2	1

4880
 4881 f. Banked workload credit cannot be earned:
 4882

4883 (1) while on a reduced workload assignment;
 4884

4885 (2) while on sabbatical.
 4886

4887 28.4. Criteria to redeem banked workload credit:
 4888

4889 a. A full-time faculty member must have enough LHE banked to cover the requested
 4890 leave prior to submitting a banked workload leave request form.
 4891

4892 b. Only tenured faculty members may schedule a banked workload leave.
 4893

4894 c. To schedule a banked workload leave, the faculty member must submit the
 4895 Workload Banking Leave Request Form (Appendix F) to their dean/academic
 4896 administrator no later than February 1st for the fall semester and no later than
 4897 September 1st for the spring semester.
 4898

4899 (1) Every effort shall be made to accommodate a faculty member's request to
 4900 redeem banked workload credit; however, it is recognized that a banked
 4901 workload leave may be postponed under circumstances in which the
 4902 absence of the faculty member would jeopardize the educational program.
 4903 The dean/academic administrator shall put in writing any postponement of
 4904 the request to redeem banked workload credit.
 4905

4906 (2) When two or more faculty members from the same department or area
 4907 apply to schedule banked workload leave and both/all cannot be
 4908 accommodated, those faculty members who have not previously taken
 4909 banked workload leave shall have priority in order of seniority. The
 4910 remaining faculty will be given priority for the following semester.

- 4911 (3) A requested banked workload leave can be postponed for no more than
4912 one academic year.
4913
4914 (4) To ensure the stability of a program, department, or school, the faculty
4915 member requesting banked workload leave may be requested to work with
4916 the division/school chair and dean/academic administrator to arrange for
4917 appropriate substitute coverage prior to scheduling a leave.
4918

4919 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is
4920 granted by the Board of Trustees, they will not be eligible to:

- 4921 a. work overload;
4922
4923 b. contract for extra assignments in the District;
4924
4925 c. work on a stipend or reassigned time;
4926
4927 d. work on any hourly assignments.
4928
4929

4930 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4931 election for workload banking, the faculty member shall not be entitled to cash out except
4932 under one of the following circumstances:

- 4933 a. retirement;
4934
4935 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
4936
4937 c. termination (dismissal for cause), or release from probationary status;
4938
4939 d. death;
4940
4941 e. resignation.
4942
4943

4944 When a faculty member is paid for accumulated banked workload credit (known as
4945 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked
4946 workload credit was earned. No partial “cashing out” will be allowed.
4947

4948 28.7. Record Keeping
4949

4950 Banked workload credit shall be submitted by each college and tracked by the District.
4951 The District shall maintain banked workload balances in the District’s Enterprise
4952 Resource Planning (ERP) system.
4953
4954
4955
4956

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/academic administrator and college president. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's

5003 salary will be reduced in accordance with the percentage reduction in teaching
5004 load request.

5005
5006 This leave is distinct and separate from the Reduced Workload with Full
5007 Retirement Credit under CalSTRS provided for in Article 31.2 of this Agreement.

5008
5009 29.2. Sick Leave

5010
5011 a. Each full-time faculty member under yearly contract shall be entitled to one (1)
5012 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12
5013 days for 12 months). Sick leave shall be accrued for all part-time, full-time
5014 overload, and summer LHE instruction and shall be computed by the following
5015 formula:

5016
5017 .0558 hours sick leave per contact hour paid

5018
5019 At the beginning of each academic year, every full-time faculty member will
5020 receive a sick leave allotment credit, equal to their entitlement for the academic
5021 year. Part-time classroom faculty members will receive a sick leave allotment
5022 each semester based on their assigned workload. Part-time faculty members
5023 assigned on an hourly basis (non-classroom) will receive a sick leave allotment
5024 calculated and accrued each pay period. Part-time faculty who would like to know
5025 the anticipated accrued leave prior to the end of the semester may contact their
5026 payroll representative to get an estimated accrual.

5027
5028 b. Pursuant to Labor Code §233, a full-time faculty member may use up to six (6)
5029 days and a part-time faculty member may use up to three (3) days of accrued and
5030 available sick leave entitlement to attend to an illness of an immediate family
5031 member as defined in Article 4.

5032
5033 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to
5034 academic year.

5035
5036 d. Verification of Illness or Injury: Verification will ordinarily not be required for
5037 short term absences. A doctor's certification or other acceptable form of
5038 verification may be required however, for absences exceeding five (5) calendar
5039 days, situations where there is a doubt as to the employee's fitness to return to
5040 work, or where the appropriate administrator has reason to believe that there may
5041 be an abuse of sick leave.

5042
5043 e. Notification of Absence: Faculty members shall submit their absences and leave
5044 requests to the appropriate dean/academic administrator as soon as practicable
5045 prior to the start of the faculty member's assignment.

5046

5047 f. Notification of Return: For absences longer than one day, faculty members shall
5048 make every effort to keep the appropriate dean/academic administrator advised of
5049 their status, and provide an estimate of their expected return.

5050
5051 g. Sick Leave Deduction Process:
5052
5053 (1) Full-time faculty members with classroom assignments shall have sick
5054 leave deducted on the basis of half-day increments (i.e., if a faculty
5055 member is absent for one-half or less of their scheduled LHE assignment
5056 for that day, one-half day of sick leave will be deducted; if faculty
5057 members are absent for more than one-half of a scheduled assignment for
5058 that day, a full day of sick leave will be deducted).

5059
5060 (2) Full-time faculty members with non-classroom assignments shall have
5061 sick leave deducted on the basis of quarter-day increments (i.e., if a
5062 faculty member is absent for one-quarter or less of their scheduled LHE
5063 assignment for that day, one-quarter of a day of sick leave will be
5064 deducted; for an absence of between one-quarter and one-half of a day,
5065 one-half day will be deducted; for an absence between one-half and three-
5066 quarters, three-quarters of a day will be deducted; for an absence of more
5067 than three-quarters of a scheduled assignment for that day, a full day of
5068 sick leave will be deducted).

5069
5070 (3) Part-time faculty members shall have sick leave deducted on an hourly
5071 basis.

5072
5073 h. Sick Leave Statement: The District shall provide information upon individual
5074 request, on the amount of sick leave accrued, by transfer or otherwise, and sick
5075 leave entitlement for the academic year.

5076
5077 i. Catastrophic Illness Transfer of Leave Program: A faculty member may
5078 contribute sick leave to other staff as well as other faculty members on a one-for-
5079 one basis (one day for one day, etc.) with no reference to the possible difference
5080 in their salaries. As there are likely tax and retirement consequences, both
5081 employees are responsible for determining any STRS, IRS or other agency
5082 implications that may result. This program is designed to assist a faculty member
5083 who has a lengthy illness and has run out of sick leave. The program can also be
5084 used so that an employee can take care of a sick person in the immediate family.
5085 Procedures for the catastrophic illness/injury leave for individual solicitation
5086 requests are on file in the District Human Resources Office.

5087
5088 29.3. Maternity Leave
5089

5090 The District shall provide for leave of absence from duty for any faculty member of the
5091 District who is required to be absent from duties because of pregnancy, miscarriage,
5092 childbirth, and recovery therefrom. The length of the leave of absence, including the date

5093 on which the leave shall commence and the date on which the faculty member shall
5094 resume duties, shall be determined by the faculty member's physician. Pregnancy and
5095 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
5096 therefrom are for all job-related purposes, temporary disabilities and shall be treated as
5097 such under any health or temporary disability insurance or sick leave plan available in
5098 connection with employment by the South Orange County Community College District.
5099

5100 29.4. Paid Parental Leave

- 5101
- 5102 a. Parental leave means leave for reason of the birth of a child of the employee, or
5103 the placement of a child with an employee in connection with the adoption or
5104 foster care of the child by the employee.
5105
- 5106 b. A person employed by the District in a full-time or part-time academic position
5107 for more than twelve (12) calendar months shall be allowed to take leave for
5108 purposes of parental leave for a period of up to twelve (12) weeks during the
5109 twelve month period after the child's birth or placement. Additionally, once per
5110 twelve (12) months, the District shall provide a period of one (1) workweek of
5111 fully-paid parental leave, which shall not be drawn from any existing leave banks,
5112 to be used prior to and consecutively with the twelve (12) workweeks of partially
5113 paid leave described below. Full-time faculty shall receive their regular pay and
5114 benefits, and part-time faculty shall receive pay based on their assignment(s)
5115 during the one (1) workweek of District-paid leave.
5116
- 5117 c. The twelve (12) week period shall run concurrent with any period of sick leave,
5118 including accumulated sick leave, taken during a period of parental leave.
5119
- 5120 d. An employee shall not be provided more than one twelve (12) week period for
5121 parental leave during the twelve (12) month period after the birth or placement of
5122 the child.
5123
- 5124 e. Parental leave taken pursuant to this section shall also run concurrently with
5125 parental leave taken pursuant to Family and Medical Leave Act/California Family
5126 Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The
5127 aggregate amount of parental leave taken pursuant to this section and Section
5128 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
5129
- 5130 f. When an employee has exhausted all available sick leave, including all
5131 accumulated sick leave, and continues to be absent from their duties on account of
5132 parental leave pursuant to Family and Medical Leave Act/California Family
5133 Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted
5134 from the salary due the faculty member for any of the remaining portion of the
5135 twelve (12) week period in which the absence occurs shall not exceed fifty (50)
5136 percent of the employee's regular salary for the remaining portion of the 12-
5137 workweek of the parental leave.
5138

5139 (Educ. Code §87780.1.;CA DE 8520)

5140

5141 29.5. Extended Illness Leave

5142

5143 a. If a faculty member has used all accumulated sick leave and is still absent from
5144 duties on account of illness or accident for a period of five (5) school months or
5145 less, then the amount of salary deducted in any month shall not exceed the sum
5146 which was actually paid a substitute faculty member temporarily assuming the
5147 duties of the absent faculty member, or, in the event that no substitute faculty
5148 member is employed to replace the faculty member, the lowest LHE rate as
5149 described in the appropriate salary schedule (Appendix A) for the number of
5150 hours for which the absent faculty member would need to be replaced. In no case
5151 shall the amount deducted exceed fifty (50) percent of the faculty member's
5152 regular salary. The five (5) months or less extended illness leave period during
5153 which the deductions described above occur shall not begin until all other paid
5154 sick leave provisions described in Section 29.2 above, excluding sick leave
5155 transferred under the Catastrophic Illness Transfer of Leave Program (Section
5156 29.2.1), have been exhausted. Extended illness leave is not available for absences
5157 that arise under Labor Code §233 (see Section 29.2 above).

5158

5159 b. If a faculty member has used all accumulated sick leave and is still absent from
5160 duties on account of illness or accident, and that faculty member has been
5161 employed for a period of ten (10) years or more in the District, and has reached
5162 the age of fifty-five (55), the District will provide health benefits for the absent
5163 faculty member until that faculty member is able to return to duty, elects to retire,
5164 or is separated from the District.

5165

5166 29.6. Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:

5167

5168 a. An industrial accident or illness means any injury or illness considered to be
5169 work-related if an event or exposure in the work environment (on or off campus)
5170 either caused or contributed to the resulting condition or significantly aggravated
5171 a pre-existing injury or illness.

5172

5173 b. A faculty member shall be entitled to such leave without limitation to the number
5174 of days of entitlement.

5175

5176 c. The total of the faculty member's temporary disability indemnity and the portion
5177 of salary due during the leave shall equal their full salary.

5178

5179 d. A faculty member shall be deemed to have recovered from an industrial accident
5180 or illness, and thereby able to return to work, at such time as the faculty member
5181 and the attending physician agree that there has been such a recovery.

5182

5183 e. Nothing in this Article shall preclude the District from recommending that a
5184 faculty member be placed on disability retirement under the State Teachers
5185 Retirement System.
5186

5187 29.7. Personal Necessity Leave
5188

5189 Every faculty member shall be entitled to use paid sick leave during each academic year
5190 in case of personal necessity, as follows:
5191

5192 a. “Personal Necessity” means any activity, including those pursuant to the
5193 California Education Partnership Act (California Labor Code § 230.8), which
5194 cannot be conducted before or after the teaching day without causing undue
5195 inconvenience to the faculty member. Faculty members shall handle such leave in
5196 a responsible manner.
5197

5198 b. Full-time faculty members are entitled to use up to six (6) days per year of
5199 personal necessity leave to be deducted from sick leave.
5200

5201 c. Part-time faculty members’ personal necessity leave is deducted in hourly
5202 increments. Part-time faculty members are entitled to use up to sixty (60) percent
5203 of their sick leave allotment for a given semester for personal necessity leave.
5204

5205 d. Unused personal necessity days do not accrue for use in future years.
5206

5207 e. Personal necessity days do not carry over from year to year.
5208

5209 f. A faculty member shall make every attempt to give advance notice for use of
5210 Personal Necessity Leave.
5211

5212 g. A faculty member shall not be required to give reasons for the use of such leave.
5213

5214 29.8. Bereavement Leave
5215

5216 a) Every faculty member shall be entitled to five (5) days of paid leave of absence
5217 for each occurrence of the death of a spouse or registered domestic partner; child;
5218 child of spouse or registered domestic partner; parent, stepparent, or legal
5219 guardian of the faculty member or of the spouse or registered domestic partner of
5220 the faculty member; grandparent of the faculty member or of the spouse or
5221 registered domestic partner of the faculty member, grandchild of the faculty
5222 member or of the spouse or registered domestic partner of the faculty member,
5223 sibling, or any family member living in the immediate household of the faculty
5224 member; or if travel out-of-state is required for any other member of the faculty
5225 member’s immediate family. Otherwise, every faculty member shall be entitled to
5226 three (3) days paid leave of absence for any other member of the faculty
5227 member’s immediate family as defined in Article 4. This leave shall not be
5228 deducted from sick leave.

5229 b) Use of this leave shall be taken within three (3) months from the date of the
5230 death of the family member, and need not be taken consecutively (Govt. Code
5231 12945.7 (b)(c). Requests for an exception is subject to approval by the Vice
5232 Chancellor of Human Resources.

5233
5234 c) Verification

5235
5236 If requested by the District, the faculty member shall provide documentation of
5237 the death of the immediate family member within thirty (30) days of the first day
5238 of the leave. Documentation includes, but is not limited to, death certificate, a
5239 published obituary, or written certification of death, burial, or memorial services
5240 from a mortuary, funeral home, burial society, crematorium, religious institution,
5241 or government agency (Govt. Code 12945.7).

5242
5243 29.9. Jury Leave

5244
5245 A faculty member shall be entitled to as many days of paid leave as are necessary when
5246 called for jury duty or when summoned for a court appearance not as a result of the
5247 faculty member's own misconduct. Any monies received from the courts as jury duty pay
5248 shall be transferred to the District, mileage excluded. Upon completion of jury duty, the
5249 faculty member shall submit a certification of jury service to the District.

5250
5251 29.10. Reproductive Leave Loss

5252
5253 Every faculty member is entitled to five (5) days of paid leave for a reproductive loss
5254 event. A reproductive loss event is defined as a failed adoption, failed surrogacy,
5255 miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken
5256 within three (3) months of the event and may be taken on non-consecutive days. If a unit
5257 member experiences more than one reproductive loss event, the unit member is only
5258 entitled to a total of twenty (20) days of leave within any given fiscal year.

5259
5260 29.11. Legislative Leave

5261
5262 Except as otherwise provided by law, a tenured faculty member who is elected or
5263 appointed to the State Legislature, Congress, or appointed to government service, shall be
5264 entitled to an unpaid leave of absence for the length of the term of office, not to exceed
5265 twelve (12) years.

5266
5267 a. The faculty member on such leave shall notify the college of an intended return at
5268 least sixteen (16) weeks in advance.

5269
5270 b. The faculty member on such leave shall be entitled to return to employment at the
5271 end of the leave, but shall not be entitled to any other benefits while on leave.

5272
5273 29.12. Professional Development Leave

5274

5275 A faculty member may be granted up to three (3) days of paid leave each academic year
5276 for the purpose of improving instructional performance. Such leave must be approved by
5277 the dean/academic administrator and may be used to visit worksites in other departments
5278 or colleges or to attend Association or other workshops related to the assignment of the
5279 faculty member.
5280

5281 29.13. Family and Medical Leave 5282

5283 To the extent not already provided for under current leave policies and provisions, the
5284 District will provide family and medical care leave for eligible employees as required by
5285 state and federal law. The following provisions set forth certain of the rights and
5286 obligations with respect to such leave. Rights and obligations which are not specifically
5287 set forth below are set forth in the Department of Labor regulations implementing the
5288 Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the
5289 California Family Rights Act (CFRA). Unless otherwise provided by this policy, “leave”
5290 under this policy shall mean leave pursuant to the FMLA and CFRA. Use of leave under
5291 CFRA may require medical certification issued by the health care provider of the
5292 individual requiring care. The District shall not refuse to hire and shall not discharge,
5293 fine, suspend, expel or discriminate against faculty members because they exercise the
5294 right to family care leave or because they gave information or testimony related to their
5295 or another person’s family care leave in an inquiry related to family leave rights.
5296

5297 a. Terms of Leave 5298

- 5299 (1) Family care and medical leave shall not exceed twelve (12) workweeks (or
5300 twenty-six (26) weeks to care for a covered service member) during any
5301 fiscal year. Where FMLA leave qualifies as both military caregiver leave
5302 and care for a family member with a serious health condition, the leave
5303 will be designated as military caregiver leave first.
5304
- 5305 (2) The twelve (12) month period for calculating leave entitlement will be
5306 based on a rolling 12-month period to begin the date of the request.
5307
- 5308 (3) Leave taken under the FMLA for disability due to pregnancy shall run
5309 concurrently with leave taken under the California Pregnancy Disability
5310 Act. A family member may also be entitled to an additional twelve (12)
5311 weeks of bonding time under the CFRA.
5312
- 5313 (4) During the period of family care and medical leave, the District shall
5314 require faculty members to use their accrued time off, and any other paid
5315 or unpaid time off negotiated with the District. Accrued sick leave shall be
5316 used when the purpose of the family care and medical leave is for the
5317 employee’s own serious health condition or the leave is needed to care for
5318 a parent, spouse, child or registered domestic partner with a serious health
5319 condition, and for which sick leave may be taken pursuant to this
5320 Agreement (29.2.b) and/or Board policy. Additionally, unit members may

5321 designate one person per twelve (12) month period who is not listed above
5322 as an immediate family member if the individual is related by blood or
5323 whose association with the employee is the equivalent of a family
5324 relationship (pursuant to AB 1041, Government Code 12945.2 and Labor
5325 Code Section 245.5). The employee may be asked to designate the person
5326 at the time leave is requested.

5327
5328 b. Intermittent/Reduced Work Schedule Leave

5329
5330 Leave related to the serious health condition of a faculty member or their child,
5331 parent, spouse or registered domestic partner may be taken intermittently or on a
5332 reduced work schedule when medically necessary. In such a case, the District may
5333 limit leave increments to the shortest period of time that the payroll system uses to
5334 account for absences or use of leave. If the leave is foreseeable based on planned
5335 medical treatment, the faculty member may also be required to transfer
5336 temporarily to a different job that has the equivalent pay and benefits but could
5337 better accommodate recurring periods of leave. The faculty member must be
5338 qualified for the position, but the position does not need to have equivalent duties.
5339 Transfer to an alternative position may include altering an existing job to better
5340 accommodate the faculty member's need for intermittent leave or a reduced work
5341 schedule.

5342
5343 c. Maintenance of Benefits

5344
5345 (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the
5346 period of family care and medical leave, the faculty member shall continue
5347 to be entitled to participate in the District's medical, vision, and dental
5348 plans.

5349
5350 (2) If the faculty member fails to return from leave after the leave period has
5351 expired for a reason other than the continuation, recurrence or onset of a
5352 serious health condition of the faculty member or their family member
5353 which would entitle the faculty member to leave, or because of
5354 circumstances beyond the faculty member's control, the employee will be
5355 required to reimburse any health plan premiums paid by the District
5356 during the period of leave. The District shall have the right to recover
5357 premiums through deduction from any sums due to the employee from the
5358 District (e.g., unpaid wages, vacation pay, etc.).

5359
5360 (3) The faculty member shall also continue to be entitled to participate in
5361 pension and retirement plans and/or any other welfare benefit plan to the
5362 same extent and under the same conditions as apply to an unpaid leave
5363 taken for any other purpose. In the absence of these conditions, the faculty
5364 member shall continue to be entitled to participate in these plans and the
5365 District may, at its discretion, require the faculty member to pay the
5366 premium for periods not covered by accrued leave.

5367 29.14. Verification of Leave Use

5368

5369 With the exception of Personal Necessity (29.7) and sick leave use of five (5) days or less
5370 (29.2), the District may require documentation to support the use of leaves.

5371

5372

5373

5374

5375

5376

5377

5378

5379

5380

5381

5382

5383

5384

5385

5386

5387

5388

5389

5390

5391

5392

5393

5394

5395

5396

5397

5398

5399

5400

5401

5402

5403

5404

5405

5406

5407

5408

5409

5410

5411

5412

ARTICLE 30
WAGES

5413
5414
5415
5416
5417
5418
5419
5420
5421
5422
5423
5424
5425
5426
5427
5428
5429
5430
5431
5432
5433
5434
5435
5436
5437
5438
5439
5440
5441
5442
5443
5444
5445
5446
5447
5448
5449
5450
5451
5452
5453
5454
5455
5456
5457
5458

30.1. General Provisions

a. Faculty Compensation

- (1) Full-time faculty members' contracted load as part of a regular full-time assignment will be paid according to the Full-time Academic Salary Schedule as described in Section 30.2.a.
- (2) Part-time faculty during the academic year and all faculty during summer terms holding classroom or equivalent assignments will be paid according to the Part-time Classroom Academic Salary Schedule as described in Section 30.2.b.
- (3) Full-time faculty classroom overload will be paid according to the Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic Salary Schedule as described in Section 30.2.c.
- (4) Library, Counseling, and Learning Disability Specialist assignments during the regular and summer terms, part-time non-classroom faculty and full-time non-classroom faculty overload will be paid according to the Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, and Learning Disability Academic Salary Schedule as described in Section 30.2.d.
- (5) Part-time faculty holding non-classroom tutorial assignments during the regular and summer terms will be paid according to the Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic Salary Schedule as described in Section 30.2.c.

30.2. Salary Schedules

Academic Salary Schedules take effect beginning with the fall Academic term and end with the last session of summer.

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

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

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

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

5459 Thirteen (13) steps plus one longevity step in the third column at Year 15

5460

5461 Eighteen (18) steps plus one longevity step in the fourth column at Year

5462 20

5463

5464 Twenty-three (23) steps plus one longevity step in the fifth column at Year

5465 25

5466

5467 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall

5468 be defined as the base salary. The dollar amount in column 1, step 1, of the

5469 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of

5470 the immediate prior Faculty Salary Schedule and any negotiated and

5471 agreed upon adjustments for the given year.

5472

5473 (3) The first step of each column will increase by 5.5555% of the base salary

5474 over the first step of the previous column.

5475

5476 (4) Each step in each column will increase by 3.70365% of the base salary

5477 over the previous step.

5478

5479 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

5480

5481 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven

5482 columns, with one step in each column.

5483

5484 (2) For 2024-2025, the value of the first column will be equivalent to 71.00%

5485 of 1/15 (6.67%) of one-half the value of the first step of the first column in

5486 the Full-time Academic Salary Schedule, as reflected in the following

5487 formula:

5488

5489 $.7100(.0667(\text{column 1, step 1 of the Full-time Academic Salary$

5490 $\text{Schedule 2}))$

5491

5492 For 2025-2026, the value of the first column will be equivalent to 71.50%

5493 of 1/15 (6.67%) of one-half the value of the first step of the first column in

5494 the Full-time Academic Salary Schedule, as reflected in the following

5495 formula:

5496

5497 $.7150 (.0667(\text{column 1, step 1 of the Full-time Academic Salary$

5498 $\text{Schedule 2}))$

5499

5500 For 2026-2027, the value of the first column will be equivalent to 75.00%

5501 of 1/15 (6.67%) of one-half the value of the first step of the first column in

5502 the Full-time Academic Salary Schedule, as reflected in the following

5503 formula:

5504 .7500 (.0667(column 1, step 1 of the Full-time Academic Salary
5505 Schedule 2))

5506
5507 (3) Each succeeding column will increase by four percent (4%) of column 1
5508 over the previous column.

5509
5510 (4) In recognition of the value of part-time faculty to the District and its
5511 students, both parties agree to continue to work towards defining and
5512 achieving parity between full-time and part-time faculty in future
5513 contracts.

5514
5515 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5516 Salary Schedule (see Appendix A):

5517
5518 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
5519 Tutorial Academic Salary Schedule shall consist of seven columns, with
5520 one step in each column.

5521
5522 (2) For 2024-2025, the value of the first column will be equivalent to 60.95%
5523 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5524 the Full-time Academic Salary Schedule, as reflected in the following
5525 formula:

5526
5527 .6095 (.0667(column 1, step 1 of the Full-time Academic Salary
5528 Schedule 2))

5529
5530 For 2025-2026, the value of the first column will be equivalent to 61.35%
5531 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5532 the Full-time Academic Salary Schedule, as reflected in the following
5533 formula:

5534
5535 .6135(.0667(column 1, step 1 of the Full-time Academic Salary
5536 Schedule 2))

5537
5538 For 2026-2027, the value of the first column will be equivalent to 64.38%
5539 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5540 the Full-time Academic Salary Schedule, as reflected in the following
5541 formula:

5542
5543 .6438 (.0667(column 1, step 1 of the Full-time Academic Salary
5544 Schedule 2))

5545
5546 (3) Each succeeding column will increase by four percent (4%) of column 1
5547 over the previous column.

5548

5549 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,
5550 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)

5551
5552 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload
5553 Academic Salary Schedule shall consist of seven columns, with one step
5554 in each column.

5555
5556 (2) For 2024–2025, the value of the first column will be equivalent to 47.85%
5557 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5558 time Academic Salary Schedule, as reflected in the following formula:

5559
5560
$$.4785 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5561
$$\text{Schedule}))$$

5562
5563 For 2025-2026, the value of the first column will be equivalent to 46.26%
5564 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5565 time Academic Salary Schedule, as reflected in the following formula:

5566
5567
$$.4626 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5568
$$\text{Schedule}))$$

5569
5570 For 2026-2027, the value of the first column will be equivalent to 44.66%
5571 of 1/15 (6.67%) of the value of the first step of the first column in the Full-
5572 time Academic Salary Schedule, as reflected in the following formula:

5573
5574
$$.4466 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5575
$$\text{Schedule}))$$

5576
5577 (3) Each succeeding column will increase by four percent (4%) of column 1
5578 over the previous column.

5579
5580 (4) As required for CalSTRS reporting purposes, compensation for counselors
5581 and librarians will be reported to CalSTRS and paid by converting the
5582 LHE rate to an hourly rate as defined in the appropriate salary schedule.

5583
5584 30.3. Salary Schedule Column Placement Criteria

5585
5586 All degrees or units must be from accredited educational institutions.

5587
5588 a. Column I Bachelor's Degree (or the minimum degree and/or experience as
5589 required by the California Community College Chancellor's Office minimum
5590 qualifications as published in the *Minimum Qualifications for Faculty and*
5591 *Administrators in California Community Colleges*) or equivalency as established
5592 under Title 5 §53410.

5593
5594 b. Column II

- 5595 (1) Master’s Degree, or
- 5596
- 5597 (2) Bachelor’s Degree plus 40 semester units, including Master’s Degree.
- 5598
- 5599 c. Column III
- 5600
- 5601 (1) Master’s Degree plus 20 semester units, or
- 5602
- 5603 (2) Bachelor’s Degree plus 50 semester units, including Master’s Degree.
- 5604
- 5605 d. Column IV
- 5606
- 5607 (1) Master’s Degree plus 40 semester units, or
- 5608
- 5609 (2) Bachelor’s Degree plus 70 semester units, including Master’s Degree, or
- 5610
- 5611 (3) Permanent Vocational Credential received prior to establishment of the
- 5612 Community College Credential and Bachelor’s Degree.
- 5613
- 5614 e. Column V
- 5615
- 5616 (1) Earned Doctorate, or
- 5617
- 5618 (2) Master’s Degree plus 60 semester units, or
- 5619
- 5620 (3) Bachelor’s Degree plus 90 semester units, including Master’s Degree, or
- 5621
- 5622 (4) Permanent Vocational Credential received prior to establishment of the
- 5623 Community College Credential and Master’s Degree.
- 5624

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 thirty (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

5641 4 years of experience – placement on step 4
5642
5643 5 years of experience – placement on step 5
5644
5645 6 or more years of experience – placement on step 6
5646

5647 b. Non-instructional occupational experience

5648 For purposes of calculating initial step placement in Section 30.4.a. above, at the
5649 time of initial employment, full-time faculty members may be awarded placement
5650 credit for non-instructional occupational experience provided that it directly
5651 relates to the District assignment. Credit granted will be at the rate of one year of
5652 credit for two years of related experiences. No placement based upon any
5653 combination of past instructional experience and past non-instructional
5654 occupational experience will be higher than step 6 on the salary schedule. Credit
5655 for non-instructional and instructional experience may be earned simultaneously.
5656 The new full-time faculty member will submit to Human Resources at least one of
5657 the following:
5658
5659

- 5660 (1) A completed Request for Verification of Work Experience Form (obtained
5661 from Human Resources) from each former employer; or
5662
- 5663 (2) A letter on the employer’s letterhead verifying work experiences and dates
5664 of employment; or
5665
- 5666 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
5667
5668

5669 30.5. Step and Column Movement

5670 a. Step advancement

- 5671 (1) Full-time faculty members shall move one step on the Full-time Academic
5672 Salary Schedule for each contractual year of service.
5673
- 5674 (2) Step movements shall occur annually in the fall.
5675
5676

5677 b. Column Advancement

- 5678 (1) Column advancement based on experience shall occur annually in the fall.
5679
- 5680 (2) For overload pay, full-time faculty members shall move one column on
5681 the Full-Time Classroom Overload and Part-Time Non-Classroom
5682 Tutorial Salary Schedule annually for each contractual year of service.
5683
5684
5685

- 5686 (3) Part-time faculty members shall move one column on the salary schedule
5687 after having served the equivalent of thirty (30) LHE.
5688
- 5689 (4) After the date of hire, for the purpose of column advancement, nine (9)
5690 semester units of lower division college level credit from an accredited
5691 institution of higher education will be allowed for coursework that is
5692 pertinent to the principal area of assignment and/or is for retraining or the
5693 up-grading of skills. The coursework must be approved in advance by the
5694 dean/academic administrator and Vice President.
5695
- 5696 (5) Coursework taken for column advancement outside the faculty member's
5697 primary assignment must be approved by the Vice President prior to
5698 enrolling in the course(s).
5699
- 5700 (6) A passing grade must be earned in all coursework accepted for salary
5701 classification credit. A pass/fail course must be noted as pass and a
5702 credit/non-credit course must be noted as credit in the transcript.
5703
- 5704 (7) Column advancement based on coursework or completion of a degree can
5705 occur in fall and spring. Official verification of coursework taken and/or
5706 degree conferred must be submitted to Human Resources by August 1st
5707 for column advancement for the fall semester and January 3rd for column
5708 advancement for the spring semester.
5709

5710 30.6. Doctoral Stipends
5711

5712 Full-time faculty members who hold an earned doctorate from an accredited institution
5713 shall receive a stipend of 5.6 percent of the base salary as defined in section 30.2.a.2 as
5714 part of their annual salary.
5715

5716 30.7. State of California Part-time Parity Compensation Funds
5717

5718 Parity compensation funds ("parity pay") received from the State of California in the
5719 amount of \$572,456 have been added onto the salary schedule and are disbursed through
5720 regular salary payments as determined by the appropriate salary schedule included in
5721 Appendix A. Should the State of California parity compensation funds exceed \$572,456,
5722 the District and Association agree to meet to determine what amount, if any, will be
5723 distributed to part-time faculty. Conversely, should the State of California parity
5724 compensation funds fall below \$572,456 one year, the District will combine any excess
5725 of the \$572,456 received the following year with that amount, and will meet with the
5726 Association to determine if any additional funds are due to be distributed to the part-time
5727 faculty.
5728

5729 30.8. Increase in Compensation
5730

- 5731 a. For the 2024-2025 academic year, the Full-time Academic Salary Schedule will
- 5732 reflect an increase of 1.57% over the schedule of the previous year.
- 5733
- 5734 b. For the 2025-2026 academic year, the Full-time Academic Salary Schedule will
- 5735 reflect an increase of 3.43% over the schedule of the previous year.
- 5736
- 5737 c. For the 2026-2027 academic year, the Full-time Academic Salary Schedule will
- 5738 reflect an increase of 3.58% over the salary schedule of the previous year.
- 5739
- 5740 30.9 In 2026-2027, the District and the Association agree to re-open negotiations on salary if
- 5741 any of the following conditions exist:
- 5742
- 5743 a. The cost-of-living adjustment (COLA) funded by the State of California exceeds
- 5744 3.43% for 2025-2026.
- 5745 b. The cost-of-living adjustment (COLA) funded by the State of California exceeds
- 5746 3.58% for 2026-2027.
- 5747 c. The cost-of-living adjustment (COLA) funded by the State of California is equal
- 5748 to or less than 2.08% for 2026-2027.
- 5749
- 5750
- 5751
- 5752
- 5753
- 5754
- 5755
- 5756
- 5757
- 5758
- 5759
- 5760
- 5761
- 5762
- 5763
- 5764
- 5765
- 5766
- 5767
- 5768
- 5769
- 5770
- 5771
- 5772
- 5773
- 5774
- 5775
- 5776

ARTICLE 31
RETIRED FACULTY BENEFITS

5777
5778
5779
5780 31.1. Retirement Incentive Programs
5781

5782 Faculty members may participate in retirement incentive programs established by the
5783 Board of Trustees in compliance with the California Educ. Code.
5784

5785 31.2. Reduced Workload with Full Retirement Credit (Educ. Code §§87483 and 22713)
5786

5787 The Board of Trustees will permit full-time faculty members to reduce their workload
5788 from full-time to part-time and have their retirement benefits based upon full-time
5789 employment in accordance with the provisions of Education Code Sections 87483 and
5790 22713.
5791

5792 Faculty members who meet requirements may submit a request to the Vice Chancellor of
5793 Human Resources to reduce their workloads from full-time to part-time and, if approved,
5794 shall receive the retirement service credit they would have received if they were
5795 employed on a full-time basis. If approved, both the faculty member and the District shall
5796 make contributions to the State Teachers Retirement System (STRS) in the amount that
5797 would have been contributed if the member were employed on a full-time basis.
5798

5799 Reduced workloads under this Article shall be in accordance with Education Code
5800 Sections 87483 and 22713 and subject to CalSTRS guidelines.
5801

5802 The following are the rules and regulations for the implementation of the optional
5803 reduced load program with full retirement credit.
5804

- 5805 1. The option of reduced load may be exercised upon mutual agreement of both
5806 the District and the faculty member. Once the option is exercised, it is not
5807 revocable, and the faculty member may not return to a full-load, full-time
5808 status, unless agreed to by the Board of Trustees.
5809
- 5810 2. To be eligible to start the optional reduced load program, the faculty member
5811 must be fifty-five (55) years of age before the beginning of the academic
5812 semester in which the reduction in workload starts and been employed in a
5813 full-time position to perform creditable service under the Defined Benefit
5814 (DB) program each year of the five academic years immediately preceding the
5815 first year in which the faculty member's workload is reduced, without having
5816 a break in service.
5817
- 5818 3. The faculty member must have been employed full-time as an academic
5819 employee of the District for at least ten (10) years prior to the request for
5820 reduced load.
5821

- 5822 4. Except for the reduction in salary, corresponding to the reduced load, the
5823 District will provide the part-time faculty member the same benefits provided
5824 a regular full-time (100%) faculty member.
5825
- 5826 5. The District and the faculty member shall agree to make contributions to the
5827 STRS equal to the amount required of a full-time (100%) faculty member.
5828
- 5829 6. The minimum reduced load shall be the equivalent of one-half (½) of the
5830 number of days of service required by the faculty member's contract of
5831 employment during the final year of service as a full-time (100%) position.
5832
- 5833 7. A faculty member on the optional reduced load program shall work for the
5834 duration of the reduction, as mutually agreed by the faculty member and the
5835 District, at a minimum:
5836
- 5837 a. 100% of one semester and 0% of the other semester, or
5838 b. 50% each semester, or
5839 c. Any assignment that will average 50% or more for two (2) semesters
5840 of the academic year.
5841

5842 An applicant for the optional reduced load program must submit an application for the
5843 optional reduced load program no later than February 1st for the following academic year.
5844

5845 Effective January 1, 2018:
5846

- 5847 • Participation in the Reduced Workload Program is not automatically terminated
5848 if a member performs creditable service on a full-time basis when the
5849 member was supposed to have a reduced workload. Therefore, unless the member
5850 and employer have a mutual agreement to terminate participation in the program,
5851 the school years in which a member performs creditable service on a full-time basis
5852 will still be included in the ten (10)-school year maximum for which the
5853 member is permitted to participate in the program.
5854
- 5855 • If an employee whose agreement was terminated wishes to participate in the program
5856 again, any subsequent agreement to reduce the member's workload must meet all the
5857 eligibility requirements and a new Reduced Workload Program Eligibility
5858 Certification Application (ES-1161) must be submitted to CalSTRS.
5859

5860 It is the intent of the parties that this program be carried out in compliance with
5861 Government Code §20815, Educ. Code §§22713, 87483, 89516, and any other
5862 applicable law.
5863

5864 31.3. Health and Medical Benefits for Retirees 5865

- 5866 a. To be eligible for health and medical benefits after retirement, the faculty member
5867 must retire in good standing. Specifically, a faculty member who retires or
5868 resigns after formal charges have been served by the District supporting

5869 termination of employment but prior to the conclusion of an evidentiary hearing is
5870 no longer eligible to receive retiree health and medical benefits. Should the
5871 faculty member proceed to an evidentiary hearing, the faculty member shall be
5872 put on paid administrative leave and retain health benefits throughout the
5873 evidentiary hearing and until a decision is rendered but shall lose all rights to
5874 those benefits should the District prevail at the conclusion of the hearing. The
5875 faculty member in good standing shall concurrently retire from the District and
5876 STRS, and notify the District of their retirement from STRS by providing proof
5877 acceptable to the District of such retirement. If the retiree returns to active full-
5878 time service in a STRS or PERS contracting district/entity they shall notify the
5879 District and the applicable insurance plan administrator of such action, at which
5880 time the benefits for both the retiree and their dependents as described in this
5881 provision shall cease.

5882
5883 Nothing in Article 31.4.a (above) precludes the district from exercising its rights
5884 under Education Code 87735.

5885
5886 b. Present medical, vision, and dental benefits for those retirees who were employed
5887 full-time by the District for ten (10) years immediately preceding the date of
5888 retirement and who have reached the age of fifty-five (55), and who meet the
5889 eligibility requirements described in section A above, and for the dependents of
5890 eligible retirees, shall continue until the retiree reaches the age of Medicare
5891 eligibility.

5892
5893 c. Medicare Eligibility and Continuation of Benefits

5894
5895 (1) The District will provide supplemental medical coverage for the retired
5896 faculty member, provided the retiree has purchased Medicare A and B
5897 coverage.

5898
5899 (2) If the retiree has reached the age of Medicare eligibility but does not
5900 qualify for Medicare, benefits for the retiree will continue under the
5901 following circumstances:

5902
5903 (a) The purchase of such coverage is permitted by the health carrier;
5904 and

5905
5906 (b) The retiree pays the full cost of the medical insurance, including
5907 any penalty, fee or other cost imposed by the insurance carrier if
5908 the retiree has not purchased Medicare A and B coverage.

5909
5910 (3) If the retiree has reached the age of Medicare eligibility but a dependent
5911 has not reached such age, benefits for the dependent may continue under
5912 the following circumstances:

5913
5914 (a) The purchase of such coverage is permitted by the health carrier;

- 5915 (b) The retiree has purchased Medicare A and B coverage, if eligible
5916 to purchase such coverage; and
5917
5918 (c) The retiree pays an amount equal to the cost of the full-time faculty
5919 member health benefit package, less the District's cost of the
5920 supplemental medical coverage for the retiree. For example, if the
5921 cost of the health benefit package for a full-time faculty member is
5922 \$1000 per month, and the District's cost for supplemental
5923 insurance for the retiree is \$600 per month, the cost to the retiree
5924 for continued dependent health benefits would be \$400 per month.
5925 If the retiree is not eligible for Medicare, the retiree shall also pay
5926 any penalty, fee or other cost imposed by the insurance carrier.
5927
5928 (d) In any given year, the increase will not be greater than ten percent
5929 (10%) over the prior year cost for this coverage.
5930
5931 (4) If both the retiree and their dependent have reached the age of Medicare
5932 eligibility, the retiree may purchase for the dependent, through the
5933 District's health benefit providers, supplemental health coverage
5934 equivalent to that provided for the retiree so long as:
5935
5936 (a) Such purchase is permitted by the health carrier;
5937
5938 (b) The retiree and the dependent have purchased Medicare A and B
5939 coverage, if eligible to purchase such coverage; and
5940
5941 (c) The retiree pays an amount equal to the District's cost for the
5942 retiree's supplemental health coverage. If the retiree or dependent
5943 is not eligible for Medicare, the retiree shall also pay any penalty,
5944 fee or other cost imposed by the insurance carrier.
5945
5946 (5) If the retiree is under the age of Medicare eligibility but the dependent has
5947 reached such age, health benefits for the dependent will continue under the
5948 following circumstances:
5949
5950 (a) Such purchase is permitted by the health carrier;
5951
5952 (b) The dependent has purchased Medicare A and B coverage, if
5953 eligible to purchase such coverage; and
5954
5955 (c) If the dependent is not eligible for Medicare or otherwise fails to
5956 purchase Medicare A and B coverage, the retiree shall pay any
5957 penalty, fee or other cost imposed by the insurance carrier.
5958

- 5959 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
5960 vision and dental benefits, for both themselves and for dependents, through the
5961 District's providers so long as:
5962
5963 (1) Such purchase is permitted by the health carrier;
5964
5965 (2) Benefits for retirees are grouped in a separate rate from the active/early
5966 retirees' group; and the retiree pays the full cost of such benefits.
5967
5968 e. Other coverage for the faculty member and coverage for the dependents is subject
5969 to applicable state and federal laws providing for such coverage.
5970

5971 31.5. Emeritus Faculty Privileges
5972

5973 a. Eligibility
5974

5975 Any full-time faculty member who retires from the District in good standing shall
5976 receive emeritus status. However, if a faculty member retires while on an
5977 administrative leave or while under investigation by the District, and they desire
5978 emeritus status, the retiring faculty member must submit a request for emeritus
5979 status to the Vice Chancellor of Human Resources. The Vice Chancellor of
5980 Human Resources will submit the matter to a special panel composed of two
5981 members appointed by the Academic Senate and two members appointed by the
5982 college president, and a fifth member to be determined by the appointed panel
5983 members. The special panel will make a recommendation to the Board of
5984 Trustees, which will determine whether to grant emeritus status to the faculty
5985 member. If the Board should elect not to follow the panel's recommendation, a
5986 written explanation of the Board's decision and its reasons will be made to the
5987 members of the panel.
5988

5989 b. Privileges
5990

- 5991 (1) Faculty members granted Emeritus status will be issued official college
5992 identification designating their status.
5993
5994 (2) Emeritus faculty will be granted lifetime, library and faculty parking
5995 privileges, access to District-sponsored events, and upon request email
5996 access. These privileges may be revoked by the District at the
5997 recommendation of the Vice Chancellor of Human Resources by a special
5998 panel composed of two members appointed by the Academic Senate and
5999 two members appointed by the College President, and a fifth member to
6000 be determined by the appointed panel members. The determination of the
6001 special panel shall be final.
6002
6003



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 type="text"/>		
Position:	<input type="text"/>		
Date of Evaluation:		Department:	<input type="text"/>
Evaluation Period: From:	<input type="text"/>	To:	<input 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
I. A. Professional Growth and Development	Full and part-time faculty: <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. 	
	Full-time faculty only: <ul style="list-style-type: none"> • Fulfills Professional Development obligation as described in the Master Agreement and reports its completion. 	
Comments:		
I.B. Adherence to District Policies/Master Agreement	Full and part-time faculty: <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. 	
	Full-time faculty only: <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. 	
Comments:		

I.C. Student Relations	<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. 	
Comments:		
I.D. Faculty, Staff, and Administration/Management Relations	<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. 	
Comments:		
I.E. College Service Contribution	<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. 	
Comments:		
II.D. Student Contact and Communication	<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. 	
Comments:		
II.D. Student Contact and Communication	<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. 	
Comments:		

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: _____



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Transfer of Evaluation Form

Part-Time Faculty Member Being Evaluated	
Dean's Designee/Evaluator	
Date of Initial Evaluation	

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:

Evaluator Signature	
Date	



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Office of Human Resources
949.582.4850 | www.socccd.edu

Statement of Grievance – Academic

Table with 4 columns: Grievant Name, Division/School, Number, Date of Alleged Grievance. Includes sub-headers for ATEP, Irvine Valley College, and Saddleback College.

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



South Orange County Community College District

WORKLOAD BANKING REQUEST FORM (CONFIDENTIAL)

Office of Human Resources

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

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

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

Step 4 – Complete the request.

Workload Banking Leave Request 

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 18th of November, 2024.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Signature On File
Timothy Jemal
President, Board of Trustees

Signature On File
Julianna M. Barnes
Chancellor

Signature On File
Cindy Vyskocil
Vice Chancellor, Human Resources

Signature On File
Connie Cavanaugh
Executive Director, Fiscal Services/Comptroller

Signature On File
Traci Fahimi
Dean, Social & Behavioral Sciences and
Business Sciences

Signature On File
Angel Hernandez
Dean, Counseling Services (IVC)

Signature On File
Christina Hinkle
Executive Dean, Humanities & Social
Sciences

Signature On File
Jennifer LaBounty
Vice President, Student Services (SC)

Signature On File
Martha McDonald
Vice President, Student Services (IVC)

Signature On File
Rick Miranda
Vice President, Instruction (IVC)

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION

Signature On File
Robert Melendez
President, SOCCCD-FA

Signature On File
Claire Cesareo
Chief Negotiator

Signature On File
Mark Blethen
Negotiating Team Member

Signature On File
Susan Bliss
Negotiating Team Member

Signature On File
Jenny Langrell
Negotiating Team Member

Signature On File
Lewis Long
Negotiating Team Member

Signature On File
Deanna Scherger
Negotiating Team Member

Signature On File

Penny Skaff

Dean, Counseling Services (SC)

Signature On File

Tram Vo-Kumamoto

Vice President, Instruction (SC)