

South Orange County Community College District



ACADEMIC EMPLOYEE
MASTER AGREEMENT
2021 - 2024

**ARTICLE 1
AGREEMENT**

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- 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, 2021 until June 30, 2024.

ARTICLE 2
EFFECT OF AGREEMENT

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- 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**

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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**

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

ACADEMIC/CONTRACT YEAR

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

ACADEMIC CALENDAR

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

ADMINISTRATION

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

AGREEMENT (MASTER)

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

ASSOCIATION

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

BASE SALARY

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

BOARD POLICY

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

CAREER EDUCATION (or “Career Ed”)

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

183 CCR
184 The California Code of Regulations.
185
186 CHANCELLOR
187 South Orange Community College District chancellor.
188
189 CLOCK HOUR
190 Sixty (60) minutes.
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
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, assists in the administration of
219 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;
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- 286 (4) A registered domestic partner;
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- 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;
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- 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.

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**ARTICLE 5
RECOGNITION**

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

**ARTICLE 6
ASSOCIATION RIGHTS**

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

546 xx. Hire date.

547
548 In lieu of provided 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 District no later than
586 May 1st for the fall semester and October 1st for the spring semester.

587
588 b. The Association will receive forty-eight (48) LHE per year, to be utilized at the
589 discretion of the Faculty Association.

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

594
595 d. Additional LHE will be added for summer use only:
596
597 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary
598 Schedule for the president;
599
600 (2) One (1) LHE as described in the Part-time Classroom Academic Salary
601 Schedule, or during periods when the parties are in formal negotiations to
602 establish a new collective bargaining agreement, three (3) LHE, for the
603 chief negotiator.
604

605 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve
606 as an elected officer of the Association, or of any statewide or national public employee
607 organization with which the Association is affiliated, or to be used for local, state, or
608 national conferences, or for conducting other business pertinent to the Association's
609 affairs.
610

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

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

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

624 (Educ. Code §87768.5)
625

626 6.9. New Employee Orientation
627

628 a. "New employee orientation" refers to the process by which a newly hired public
629 employee – whether in person, online, or through other means or media – is
630 advised of their employment status, rights, benefits, duties and responsibilities, or
631 any other employment-related matters.
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633 b. The District shall provide the Association with access to its new employee
634 orientations. The Association shall receive not less than ten (10) days' notice in
635 advance of an orientation, except that a shorter notice may be provided in a

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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

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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

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- 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**

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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 mutual agreement between the District and the Association while the faculty member is in their position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.

9.3. Vacant positions

- a. Vacancies shall be posted for a minimum of ten (10) 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

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- 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

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

912 administrative agency costs that may arise out of or by reason of any monies deducted
913 and remitted to the Association pursuant to this section or for any action taken by the
914 District for the purpose of complying with this Article.
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ARTICLE 12
BOARD POLICIES

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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.

1004 **ARTICLE 13 (NEW)**

1005 **COURSE CONTENT, COPYRIGHT MATERIALS, AND INTELLECTUAL PROPERTY**
1006 **RIGHTS**

1007
1008 13.1. The District and the Association have a mutual interest in establishing an environment
1009 that fosters the creation of intellectual property by faculty members, and have agreed to
1010 the following provisions to establish, clarify and protect ownership rights to that
1011 intellectual property.

1012
1013 13.2. Definitions

1014
1015 a. “Intellectual property” shall mean any instructional materials, any work, and any
1016 invention.

1017
1018 b. “Instructional materials” are those original materials a faculty member creates to
1019 perform their assignment including but not limited to syllabi, lectures, student
1020 exercises, tests, classroom activities, illustrations, recordings, and presentations.
1021 Instructional materials may be created by a faculty member for delivery through
1022 any instructional medium.

1023
1024 c. A “work” is any original material, including but not limited to instructional
1025 materials, mathematical or scientific notations, works of art or design, dramatic or
1026 musical compositions, choreography, prose or poetry, and computer software, that
1027 is eligible for copyright protection. A work may be published in any enduring
1028 media, such as print or analog or digital recording media, or may exist in any
1029 tangible form, such as sculpture or a structure.

1030
1031 d. An “invention” is any original idea or discovery that is eligible for patent
1032 protection, including (but not limited to) a device, process, design, model, or
1033 strain or variety of an organism.

1034
1035 e. A “work or invention for hire” is one for which the faculty member has entered
1036 into a specific agreement to receive compensation from the District to create
1037 and/or contribute to the development of an intellectual property for which the
1038 faculty member relinquishes all ownership and royalty rights to the District.

1039
1040 f. “Extraordinary support” means financial support over and above the cost of the
1041 faculty member's normal compensation; office space, supplies, and equipment
1042 including computer equipment; telephone use; copy services; and the cost of
1043 acquiring and maintaining facilities and equipment (e.g., laboratories and
1044 laboratory equipment, musical equipment, recording studios) necessary for the
1045 faculty member's normal instructional activities. Extraordinary support includes
1046 extra compensation or reassigned time for the specific purpose of creating
1047 intellectual property, and the extra cost of providing clerical, technical, legal,
1048 creative services, or facilities and equipment specifically for the creation of works

1049 or inventions. Salary paid to a faculty member during an approved sabbatical will
1050 not be considered extraordinary support.

1051
1052 13.3. Copyright and Intellectual Property Ownership

1053
1054 a. Faculty Ownership

1055
1056 (1) Faculty members will have ownership of any intellectual property,
1057 excluding works or inventions for hire, created in connection with and in
1058 support of teaching courses or other duties as employees of the District.

1059
1060 (2) Notwithstanding relevant provisions of the Copyright Act (Title 17,
1061 United States Code) and the Patent Act (Title 35, United States Code),
1062 except as provided in 15.10.c.(2).(a) below, the faculty member will have
1063 the exclusive property right to any and all intellectual property that is the
1064 original product of their mind, time, talent, and effort, including the right
1065 to all royalties from the distribution, lease, or sale thereof, and except as
1066 otherwise provided in this Article, the District waives any property right to
1067 any such intellectual property. The District will have no claim of
1068 ownership to intellectual property produced by a faculty member under a
1069 grant awarded exclusively to that faculty member without fiscal
1070 participation by the District. The District will have no claim of ownership
1071 to intellectual property produced by a faculty member during a sabbatical
1072 unless that intellectual property has been developed as a work or invention
1073 for hire.

1074
1075 (3) No intellectual property will be a work or invention for hire unless the
1076 District has entered into a written agreement with the faculty member(s).
1077 In the absence of such an agreement, the intellectual property will be the
1078 property of the faculty member(s) who create(s) it. No faculty member
1079 will be involuntarily assigned to create a work or invention for hire.

1080
1081 b. District ownership

1082
1083 (1) In the absence of a specific separate agreement between the faculty
1084 member(s) and the District as described in 15.10.c.(3)(b) below, the
1085 District will have sole rights to and ownership of any intellectual property
1086 created as a work or invention for hire.

1087
1088 (2) The District will own the copyright to any work, such as a course outline
1089 of record, District or college administrative policy, or District or college
1090 information brochure formally reviewed by the District or the colleges for
1091 the purpose of inclusion in its curriculum, administrative or promotional
1092 material, or Board of Trustees, District or college policy.

1093

1094 (3) The college will have the right of “non-exclusive license” to course
1095 content for a period of one year after course completion only for the
1096 purpose of allowing students to complete a course for which the content
1097 was created and when the faculty member is no longer available to
1098 complete the course.
1099

1100 c. District and a Faculty Member Ownership
1101

1102 (1) In the absence of a specific separate agreement between a faculty member
1103 and the District as described in Section 15.10.c.(3).(b) below, in the event
1104 that the District has provided extraordinary support for the development of
1105 intellectual property (including for intellectual property created under a
1106 grant), and the publication, distribution, performance, sale or other use of
1107 that intellectual property as authorized by the faculty member and/or the
1108 District results in income, the faculty member(s) will retain the right to
1109 exclusive ownership of the intellectual property, but the District will have
1110 the right to recover reimbursement for costs not to exceed the amount of
1111 the extraordinary support provided for that project.
1112

1113 (2) One or more faculty members may enter into a separate agreement with
1114 the District for the creation of intellectual property, including intellectual
1115 property developed under a grant, requiring the use of extraordinary
1116 support from the District. Such agreements will be in writing, and will
1117 determine the respective ownership interest of the faculty member(s) and
1118 the District in that intellectual property.
1119

1120 (3) If the creation of intellectual property requires rights (e.g., re-publication
1121 rights) to be acquired from third parties, such rights shall be acquired and
1122 paid for by the party who is to hold the ownership rights for that
1123 intellectual property. In a circumstance in which ownership rights for
1124 intellectual property are shared between the District and a faculty member
1125 or members, the cost of acquired rights will be shared proportionally to the
1126 amount of shared ownership.
1127

1128 d. Faculty-District Affiliation
1129

1130 (1) Faculty members who engage in publication or public presentation using
1131 any kind of media of works or inventions that they have created as a work
1132 or invention for hire or with extraordinary support from the District shall
1133 identify their relationship with the college or District during their term of
1134 employment by the District.
1135

1136 (2) The faculty member may request of the District exemption from this
1137 requirement, and the District may agree to exempt the faculty member
1138 from identifying their affiliation with the District or the college.
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- (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.

1186 **ARTICLE 14**

1187 **ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL**
1188 **DUTIES**

1189
1190 14.1. Right of Assignment

- 1191
1192 a. The dean has the right to assign and/or approve each faculty member’s workload.
1193
1194 b. The dean and faculty member will mutually agree to office hours and the use of
1195 committee/college service hours. Office hours may be held online as mutually
1196 agreed upon between the dean and the faculty member. If mutual agreement is not
1197 reached, the appropriate vice president and the president of the Association or
1198 designee shall meet with the faculty member and the dean to reach mutual
1199 agreement.
1200
1201 c. Office hours will be published for students.
1202
1203 d. Full-time faculty members are expected to perform a portion of their contract
1204 workload at their campus worksite, except in circumstances involving a District-
1205 approved accommodation.
1206

1207 14.2. Contract Year

1208
1209 A contract year for full-time faculty members shall be 178 duty days divided into the
1210 traditional fall and spring semesters as published in the Academic Calendar.
1211

1212 14.3. Hours of Service

- 1213
1214 a. Full-time faculty members are expected to work an average of thirty-six (36)
1215 hours per week for a 30 LHE yearly assignment. A typical semester workload
1216 shall be comprised of:
1217
1218 (1) Classroom Assignment:
1219
1220 (a) Fifteen (15) hours per week of classroom or equivalent instruction.
1221
1222 (b) Fifteen (15) hours per week for grading, record keeping, student
1223 advising, appointments, classroom preparation, and other
1224 professional duties as assigned.
1225
1226 (c) Five (5) office hours per week during each week of the semester,
1227 including finals’ week.
1228
1229 (d) An average of one (1) hour per week of college service.
1230

- 1231 (2) Non-classroom Assignment (Librarians, Counselors, and Learning
 1232 Disability Specialists):
 1233
 1234 (a) Thirty (30) hours per week, including finals week, of direct student
 1235 contact, outreach, and program specific assignments.
 1236
 1237 (b) Five (5) office hours per week.
 1238
 1239 (c) An average of one (1) hour per week of college service.
 1240
 1241 (3) Reassignment:
 1242
 1243 (a) Faculty members who are on reassignment will perform two (2)
 1244 hours per week, including finals week, of work related to the
 1245 reassignment project for each LHE of reassigned time (as
 1246 described in article 15.9.b(2)).
 1247
 1248 (b) In consultation with the supervising administrator, faculty with
 1249 reassigned time may convert their office hours to reassigned work
 1250 proportionate to the amount of load being reassigned (e.g., a
 1251 faculty member with 60% reassigned time may reduce their office
 1252 hours by three (3) hours per week and convert those hours to the
 1253 same reassigned work to which they are assigned).
 1254
 1255 (c) College service obligation remains the same as a normal load.
 1256
 1257 b. Part-time faculty members are expected to fulfill the following:
 1258
 1259 (1) Classroom Assignment:
 1260
 1261 (a) Provide one hour per week for each LHE of assigned classroom or
 1262 equivalent instruction.
 1263
 1264 (b) Provide one hour per week for each LHE of assigned classroom or
 1265 equivalent instruction for grading, record keeping, and classroom
 1266 preparation.
 1267
 1268 (c) Conduct an average of twenty (20) minutes of student consultation
 1269 and appointments per week, including finals' week, for each
 1270 assigned LHE of classroom or equivalent instruction. Such
 1271 advisement may take place either in person, or through telephone
 1272 or on-line (e.g., the approved District LMS or e-mail) consultation.
 1273
 1274 (2) Non-classroom Assignment:
 1275

1276 Provide one hour per week, including finals week, of direct student
1277 contact, outreach, and program specific assignments, for each LHE of
1278 assigned advisement.
1279

1280 14.4. Professional Duties within the Hours of Service
1281

1282 a. Each faculty member shall:
1283

- 1284 (1) Comply with their individual workload assignments.
1285
- 1286 (2) Comply with the applicable Course Outline of Record(s) (COR) for their
1287 assignment(s).
1288
- 1289 (3) Participate in SLO assessment and, for full-time members, program
1290 review, college accreditation processes, and curriculum and program
1291 development, updates, and technical/program reviews, as appropriate.
1292
- 1293 (4) Make a syllabus accessible to students and upload to a District-approved
1294 repository.
1295
- 1296 (5) Respond to and evaluate student work regularly and consistently, inform
1297 students on a timely basis of their progress in the course throughout the
1298 term, and report final grades to Admissions, Records, and Enrollment
1299 Services by an announced deadline each term.
1300
- 1301 (6) Respond to student academic concerns, as appropriate, in a timely manner.
1302
- 1303 (7) Report all personal absences to the dean as required by District policy.
1304
- 1305 (8) Complete training once every two years in Title IX (20 U.S. Code §1681
1306 et seq.) / unlawful discrimination prevention, and any other training
1307 determined to be mandatory by agreement between the District and the
1308 Faculty Association, or by law. Part-time faculty members will receive
1309 compensation for training according to the appropriate stipend rate if
1310 required to attend.
1311
- 1312 (9) First-year probationary faculty members will attend college and District
1313 orientation meetings during the fall semester professional development
1314 week.
1315
- 1316 (10) Full-time faculty members shall attend commencement, or appropriate
1317 graduation ceremony, unless participating in a different coincidental
1318 District duty (e.g., a coach attending an athletic competition which
1319 coincides with the commencement ceremony). Full-time faculty who fail
1320 to attend commencement shall report their absence per District policy and
1321 will have one-half (1/2) day of appropriate leave deducted.

1322 (11) Full-time faculty members shall complete their professional development
1323 obligations, calculated for full-time faculty members at 4.2 hours per
1324 professional development day (for example, if the approved academic
1325 calendar has nine (9) professional development days scheduled, the total
1326 obligation is 37.8 hours). These hours may be completed at any point
1327 during the contract year and must be entered into a District-designated
1328 repository by June 15.

1329
1330 (12) Full-time faculty members shall provide an average of 1 hour per week of
1331 college service as mutually agreed upon with their dean. These activities
1332 are intended to support the division, college and/or District goals through
1333 active participation in one or more of the following college service
1334 categories:

- 1335 a) Committee work on the department, division/school, college,
1336 and/or district level-
- 1337 b) Non-classroom college, district, or community activities
- 1338 c) Department/division/school activities, events, or meetings
- 1339 d) Student club advisor activities or events.

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1341
1342 b. Full- and part-time faculty members are encouraged to attend and participate in:

- 1343 (1) District-wide opening sessions convened by the Chancellor.
- 1344 (2) Opening sessions convened by the college president.
- 1345 (3) Regularly scheduled departmental and division/school meetings convened
1346 by the department chair or dean.
- 1347 (4) Professional development activities offered throughout the professional
1348 development calendar.

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**ARTICLE 15
WORKLOAD**

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15.1. Workload – General Provisions

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

15.2. Instructional Activities

a. Categories of Instructional Activities for which LHE is Assigned

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

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

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

b. Lecture, Laboratory, Practicum and Tutorial Assignments:

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

1414 situations, with the agreement of the faculty member, a faculty member
1415 may teach more than three (3) separate preparations.

1416
1417 (3) Lecture, laboratory, practicum and Learning Center/tutorial instruction
1418 will be calculated on a contact hour (50 minute).

1419
1420 (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per
1421 academic year, calculated according to the following ratios:

1422

| | <u>Contact Hours</u> | <u>LHE for load</u> |
|--|----------------------|---------------------|
|--|----------------------|---------------------|

1423

| | | | |
|------|--------------------------|-----------|---|
| 1424 | | | |
| 1425 | Lecture | 1 | 1 |
| 1426 | Laboratory | 1 | 1 |
| 1427 | Practicum | 1.2 (5/6) | 1 |
| 1428 | Learning Center/Tutorial | 2 | 1 |

1429
1430 Example: Digital Photography 5/6 (units lecture/lab per week)

1431

| | | | |
|------|-------------------|---|----------------|
| 1432 | 3 Hours Lecture | = | 3 LHE |
| 1433 | 6 Hours Practicum | = | <u>5 LHE</u> |
| 1434 | | | 8 LHE for load |

1435
1436 (5) Lecture Provisions:

1437

1438 (a) The dean will determine and approve section cancellations.

1439

1440 (b) The minimum section enrollment will be eighteen (18) for classes
1441 capped at 25 or below, or twenty-two (22) for a class capped above
1442 25.

1443

1444 (c) The dean may authorize a section with less than the minimum
1445 enrollment for conditions such as academic and/or pedagogic
1446 rationale, safety, limited number of workstations, mandated
1447 program limits, academic sequential programs, program
1448 completion, and intercollegiate athletics.

1449

1450 (d) **Large Lecture Assignments:** Large lecture sections are those with
1451 an enrollment of more than 45 students. The following conditions
1452 apply:

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1454 i. Large lecture sections must be pre-approved and scheduled
1455 by the dean.

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1457 ii. The course must be listed in the general catalog of the
1458 college and offer units.

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- iii. Consent of the faculty member(s) is required.
 - iv. Large lecture compensation will be calculated on Census Day using the following formula: For sections with an enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload according to the ratios defined in Section 15.3.e.of this Article).
 - v. Large lecture compensation will not apply to the ten (10) LHE overload limit.
- (e) **Team Teaching Section:** The total LHE assigned to the team that teaches the section normally shall not exceed the total LHE assigned to the course. The following conditions apply:
- i. Mutual consent of the affected faculty members and the dean is required.
 - ii. All faculty members are responsible for participating in the preparation, teaching, and grading for the class in proportion to the amount of LHE each receives.
 - iii. A team-taught section will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members.
 - iv. In the event that a team-taught section is identified as a large lecture section (refer to Sections 15.2.b.5.d of this article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the section.
- (f) **Directed (independent) Study:** Directed (independent) study sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean. All academic employees are eligible to instruct a directed study section(s). The following conditions apply:
- i. The dean will identify and/or approve all directed study sections.
 - ii. Consent of the faculty member is required.

- 1506 iii. The time scheduled for directed study section may not
- 1507 coincide with the faculty member's other assignments.
- 1508
- 1509 iv. Directed study sections will not count toward the faculty
- 1510 member's contractual load.
- 1511
- 1512 v. The faculty member shall be compensated with LHE
- 1513 according to the appropriate Academic Salary Schedule
- 1514 (Appendix A) for eight (8) contact hours (Section
- 1515 15.2.b.5.d above).
- 1516
- 1517 vi. Directed study sections may involve from one (1) to no
- 1518 more than three (3) students.
- 1519
- 1520 vii. A syllabus or course outline of record and student contract
- 1521 for each study section must be on file with the dean.
- 1522
- 1523 viii. The assigned faculty member shall meet with the student(s)
- 1524 for a minimum of eight (8) contact hours during the
- 1525 semester.
- 1526
- 1527 ix. A project, test, paper and/or presentation must be
- 1528 successfully completed by each student.
- 1529

(g) **Productivity Incentive and Class Averaging:**

- 1532 i. Faculty members who have an average of forty-five (45)
- 1533 students per section, or a total of two-hundred twenty-five
- 1534 (225) students for the semester, shall be allowed to teach
- 1535 the total of 225 students in no fewer than four separate
- 1536 sections.
- 1537
- 1538 ii. Faculty members who have an average of thirty (30)
- 1539 students per section or greater (150 students per semester),
- 1540 shall be allowed to teach one (1) section which does not
- 1541 meet the minimum enrollment as defined in Section
- 1542 15.2.b.5.d.iii above, provided they still have 150 students.
- 1543
- 1544 iii. A faculty member may not claim large lecture
- 1545 compensation (see Section 15.b.5.d above) for any section
- 1546 which is used for the determination of Productivity
- 1547 Incentive or Class Averaging as described above.
- 1548

- 1549 c. **Non-Classroom Assignments:** Full-time faculty members who provide tutorial,
- 1550 library, counseling and learning disability services will be assigned 30 LHE per
- 1551 academic year. Load hours will focus on direct student contact, outreach, and

1552 program specific assignments. The dean has the right to assign to and/or approve
 1553 of each full-time faculty member's load.

- 1554
 1555 (1) Tutorial coordinators, librarians, learning disability specialists, and
 1556 counseling hours will be calculated on a clock hour (60 minutes) basis (or
 1557 portions thereof).

1558
 1559

| | <u>Clock Hours</u> | <u>LHE for Load</u> |
|------|--------------------|---------------------|
| 1560 | | |
| 1561 | 2 | 1 |
| 1562 | 2 | 1 |
| 1563 | 2 | 1 |
| 1564 | 2 | 1 |

- 1565
 1566 (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):

1567
 1568 (a) Counselors and Librarians may include a maximum of 6 LHE of
 1569 classroom assignment per semester within their workload
 1570 assignment.

1571
 1572 (b) Learning Disability Specialists' assignments may vary.

- 1573
 1574 d. All Learning Center assignments will be exclusively tutorial.

1575
 1576 15.3. Overload

1577
 1578 a. The dean will consider full-time faculty for overload assignments before part-time
 1579 faculty members receive assignments.

1580
 1581 b. Overload assignments may not exceed ten (10) LHE per semester.

1582
 1583 c. Only full-time faculty members can work overload.

1584
 1585 d. Instructional assignments outside the traditional Fall and Spring semester do not
 1586 constitute an overload assignment.

1587
 1588 e. Overload assignments will be calculated by the following ratios and compensated
 1589 in accordance with the appropriate academic salary schedule:

1590
 1591

| | <u>Contact Hours</u> | <u>LHE</u> |
|------|----------------------|------------|
| 1592 | | |
| 1593 | 1 | 1 |
| 1594 | 1 | 1 |
| 1595 | 1 | 1 |
| 1596 | 2 | 1 |

1597

| | <u>Clock Hours</u> | <u>LHE</u> |
|------|-----------------------|------------|
| 1598 | | |
| 1599 | | |
| 1600 | Tutorial Coordination | 2 |
| 1601 | Library | 2 |
| 1602 | Counseling | 2 |
| 1603 | Learning Disability | 2 |
| 1604 | | |

1605 15.4. Part-Time Workload

1606
1607 Part-time faculty members may be assigned lecture and non-lecture workload
1608 assignments. The dean has the right to assign and approve each part-time faculty
1609 member's workload.

1610
1611 a. Part-time faculty members may accept employment and workload assignments.
1612 The following consideration, order of employment (offer), and conditions apply in
1613 order of priority for the fall and spring semesters:

1614
1615 (1) Full-time faculty members will receive their assigned workloads and
1616 appropriate overload(s).

1617
1618 (2) Part-time faculty members establish priority rehire eligibility and receive
1619 assignments as follows:

1620
1621 (a) Priority rehire eligibility is established in each division/school
1622 within each college separately, and is not transferable.

1623
1624 i. Classified employees and managers teaching part-time are
1625 not eligible for priority rehire eligibility.

1626
1627 ii. Assignments to coach an intercollegiate sport, related
1628 intercollegiate sections, and other part-time teaching
1629 assignments specifically connected to the intercollegiate
1630 coaching duties cannot be used to establish priority rehire
1631 eligibility for kinesiology/athletics assignments.

1632
1633 (b) The part-time faculty priority rehire eligibility list will be updated
1634 at the end of every fall semester to be used for the following
1635 academic year (fall/spring).

1636
1637 i. Part-time faculty who become eligible for priority rehire, as
1638 described below, will be added to the priority rehire
1639 eligibility list at the beginning of each spring semester for
1640 assignments in the subsequent fall and spring semester.

1641
1642 ii. Retired full-time faculty members returning to
1643 teaching/faculty service shall establish priority rehire

1644 eligibility based on the date that they were rehired as part-
1645 time faculty, providing they return to teaching/faculty
1646 service within three semesters after retirement.

1647
1648 iii. Part-time faculty who establish rehire eligibility during the
1649 same semester shall be ranked according to initial hire date
1650 as a part-time faculty member and added to the bottom of
1651 the priority rehire eligibility list in that order.

1652
1653 iv. In the event that the establishment of the seniority list in
1654 Section 15.4.a.2.b. (i) or (ii) results in two or more faculty
1655 members who have established priority rehire eligibility on
1656 the same day, a drawing shall be held to determine the
1657 order of seniority amongst them.

1658
1659 v. Due to the COVID-19 pandemic and for the duration of this
1660 contract, faculty who have currently established priority
1661 rehire eligibility (PRE) will not be removed from the list, or
1662 have their average assignment levels reduced, based upon
1663 courses offered and/or taught during Fall 2020 and Spring
1664 2021. Faculty who establish PRE in Fall 2021 and after will
1665 be added to the list. Data from Fall 2020 and Spring 2021
1666 will be excluded from future determination of PRE.

1667
1668 (c) To establish priority rehire eligibility, a part-time faculty member
1669 must:

1670
1671 i. have been first employed by the college for at least three
1672 academic years;

1673
1674 ii. have held an assignment at the college/division/school
1675 during three of the previous six fall and spring semesters;
1676 and

1677
1678 iii. have received an overall rating of “Meets Standards” or
1679 better in two consecutive evaluations as established in each
1680 division/school within each college;

1681
1682 a) For purposes of priority rehire eligibility, if a
1683 faculty member does not receive a timely evaluation
1684 as specified in Section 17.3 of this Agreement, the
1685 evaluation that should have been completed will be
1686 considered as a “Meets Standards” evaluation if the
1687 offer of an assignment is made for the following
1688 semester. However, this provision does not preclude

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the District from subsequently evaluating the part-time faculty member in accordance with Article 17.

- b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article 17.
 - (i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.
 - (ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article 17.
 - (iii) An out-of-sequence evaluation may not be used to establish priority rehire eligibility.

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

- i. have been re-hired as a part-time faculty member;
- ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status;
- iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under Article 17 after the faculty member’s re-hiring in part-time status.

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

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

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- iv. have a medical certificate on file with Human Resources. (Educ. Code §87408.5)
 - (e) To maintain priority rehire eligibility, a part-time or retired full-time faculty member teaching part-time must meet the following conditions:
 - i. maintain an overall rating of “Meets Standards” or better on evaluations conducted pursuant to Article 17 of this Agreement. 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.

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

 - a) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Partially Meets Standards” in an evaluation,
 - (i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction;
 - (ii) the part-time faculty member will be evaluated by the dean during the next semester in which an assignment is offered, accepted, and fulfilled. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.
 - b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory” in an evaluation, eligible status shall be revoked.
 - ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 15.4.a.2.g below, or to accept an assignment as specified in Section 15.4.c. below,

1781 for two (2) consecutive semesters, not including summer,
1782 except in cases of an approve leave of absence, priority
1783 rehire eligibility is revoked.

1784
1785 iii. In the event that a part-time faculty member has lost (as
1786 described above) and then regains priority rehire eligibility,
1787 seniority will depend on the most recent date on which
1788 eligibility was reestablished.

1789
1790 (f) Subject to the availability of requested courses or assignment as
1791 specified below, part-time faculty members who have established
1792 priority rehire eligibility according to this article are entitled to a
1793 minimum assignment as follows:

1794
1795 i. Part-time faculty members who have established priority
1796 rehire eligibility according to this article and who have
1797 completed an average of at least six (6) LHE, or six (6)
1798 weekly counseling/tutorial/library hours, during the
1799 previous four (4) semesters shall be entitled to a minimum
1800 assignment of six (6) LHE or six (6) weekly
1801 counseling/tutorial/library hours.

1802
1803 ii. Part-time faculty members who have established priority
1804 rehire eligibility according to this article and who have
1805 completed an average of at least three (3) but fewer than six
1806 (6) LHE, or three (3) but fewer than six (6) weekly
1807 counseling/tutorial/library hours, during the previous four
1808 (4) semesters shall be entitled to a minimum assignment of
1809 three (3) LHE or three (3) weekly
1810 counseling/tutorial/library hours.

1811
1812 iii. Part-time faculty members who have established priority
1813 rehire eligibility according to this article and who have
1814 completed an average of at least one (1) but fewer than
1815 three (3) LHE, or at least one (1) but fewer than three (3)
1816 weekly counseling/tutorial/library hours during the
1817 previous four (4) semesters shall be entitled to a minimum
1818 assignment of one (1) section or one (1) weekly
1819 counseling/tutorial/library hour.

1820
1821 iv. Semesters that a part-time faculty member is on a Human
1822 Resources-approved leave shall not count in calculating the
1823 average LHE/semester.

1824
1825 v. For a non-classroom assignment, an assignment will not be
1826 considered available if the number of hours scheduled for

assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

- vi. For a classroom assignment, a course will not be considered available if:
 - 1. all scheduled sections of that course have already been offered and accepted by a full-time faculty member as part of a load or overload;
 - 2. all scheduled sections of that course have already been offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below;
 - 3. no sections of that course are scheduled at times meeting the availability of the part-time faculty member listed in their assignment request as described in Section 15.4.a.2.g below;
 - 4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 15.4.a.2.i below;
 - 5. the course is not offered for that semester;
 - 6. all sections of the course have been cancelled for that semester.
- vii. Priority rehire eligibility does not guarantee an assignment, assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

(g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.

(h) In the event that two instructors have requested the same course for which there is limited availability of sections, the faculty member with the higher priority rehire ranking as described above will

- 1872 receive the assignment in the absence of the conditions described
1873 under Section 15.4.a.2.f above.
1874
- 1875 (i) Courses requested for priority assignment at a college must be
1876 courses for which the part-time faculty member has demonstrated
1877 competency by having previously taught the same course within
1878 the school/division during the previous eight semesters.
1879
- 1880 (j) If the part-time faculty member who has established priority rehire
1881 rights does not receive an assigned load at least equal to the load to
1882 which the part-time faculty member is entitled under Section 15.4.
1883 a.2.f above, the dean will, upon request, provide a written response
1884 stating the reasons for the lack of assignment.
1885
- 1886 (3) All other part-time faculty will be considered for assignment.
1887
- 1888 b. The formal offer of a part-time assignment must be made in writing.
1889
- 1890 c. Once a formal offer of an assignment has been made, the part-time faculty
1891 member will have five (5) days to accept or decline in writing part or all of the
1892 assignment. Failure to accept an assignment within five (5) days of the date of the
1893 formal offer may result in the loss of priority rehire eligibility rights for that
1894 semester.
1895
- 1896 d. The dean may cancel the assignment of any part-time faculty member to provide a
1897 full load (15 LHE) assignment to a full-time faculty member.
1898
- 1899 e. Once an assignment has been offered to and accepted by the part-time faculty
1900 member, the dean may not cancel the assignment of any part-time faculty member
1901 for the purpose of providing a full-time faculty member with overload.
1902
- 1903 f. A maximum assignment within the District for part-time faculty will be no more
1904 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)
1905 equivalent LHE per academic year and no more than eighty percent (80%) of a
1906 full-time faculty load or twelve (12) equivalent LHE in any given semester, so
1907 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)
1908 LHE. (Educ. Code §87482.5)
1909
- 1910 Any part-time faculty member employed for more than seventy-five percent
1911 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given
1912 semester will be entitled to full-time faculty benefits and paid for that semester
1913 according to the Full-time Academic Salary Schedule (Appendix A).
1914
- 1915 g. Part-time faculty members may provide service in professional ancillary activities
1916 and be compensated for such services which will not impact their status as a
1917 temporary employee. (Educ. Code §87482.5)

1918 h. Part-time faculty will be paid for the first week of an assignment when a section is
 1919 canceled less than one week before the section is scheduled to begin.
 1920 If a section meets more than once per week, part-time faculty should be paid for
 1921 all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))
 1922

1923 i. Part-time assignments will be calculated and compensated by the following ratio:
 1924

| | <u>Contact Hours</u> | <u>LHE</u> |
|-------------------------------|----------------------|------------|
| 1927 Lecture | 1 | 1 |
| 1928 Laboratory | 1 | 1 |
| 1929 Practicum | 1 | 1 |
| 1930 Learning Center/Tutorial | 2 | 1 |

| | <u>Clock Hours</u> | <u>LHE</u> |
|----------------------------|--------------------|------------|
| 1934 Tutorial Coordination | 2 | 1 |
| 1935 Library | 2 | 1 |
| 1936 Counseling | 2 | 1 |
| 1937 Learning Disability | 2 | 1 |

1938
 1939 j. Nothing in this Agreement precludes the District from terminating a part-time
 1940 faculty member pursuant to a personnel action initiated in accordance with Educ.
 1941 Code §87665.
 1942

1943 15.5. Cooperative Work Experience

1944
 1945 CWE is a program for awarding college credit for paid and unpaid work experience to
 1946 enrolled students. A CWE course is part of the existing state-approved curriculum and
 1947 will enroll at least one (1) but no more than thirty (30) students.
 1948

1949 a. The following conditions apply to all faculty members:
 1950

- 1951 (1) Mutual consent of the faculty member and the dean is required.
- 1952
- 1953 (2) Enrollments and the combination of sections will be monitored and
 1954 determined by the dean on Census Day for assignment of workload.
 1955
- 1956 (3) Faculty members assigned CWE courses are responsible for in-person
 1957 consultation (at the job site) with the employer or designated
 1958 representative(s) to discuss students' educational growth on the job at least
 1959 once per semester unless:
 1960

 - 1961 (a) they have been at the worksite previously;
 - 1962
 - 1963 (b) the student is repeating the course at the employer's worksite;

- 1964 (c) the worksite has been the site of numerous previous assignments
- 1965 by other students at the college;
- 1966
- 1967 (d) the worksite location is greater than fifteen (15) miles from the
- 1968 college;
- 1969
- 1970 (e) the faculty member and student are on different work schedules;
- 1971
- 1972 (f) the faculty member and student are working in a virtual office; or
- 1973
- 1974 (g) in case of emergency or security of the instructor/student.
- 1975

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

- 1976
- 1977
- 1978
- 1979
- 1980 (4) The faculty member must maintain and submit all appropriate
- 1981 documentation according to CCR, Title 5 §55256.
- 1982
- 1983 (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate
- 1984 academic salary schedule (Appendix A) per student per term.
- 1985 Compensation will be made upon submission of all appropriate
- 1986 documentation, assignment obligations, grades and required
- 1987 documentation to the dean. Documentation must be submitted by the
- 1988 grading deadline.
- 1989

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

- 1990
- 1991
- 1992 (1) CWE may only be taught as an overload assignment; it may not be
- 1993 considered as part of a full-time faculty member’s regular workload.
- 1994
- 1995 (2) Summer assignments will be limited to one (1) CWE class, consisting of
- 1996 one or more sections. Compensation for CWE instruction is .18 LHE as
- 1997 listed in the appropriate academic salary schedule (Appendix A) per
- 1998 student per term.
- 1999

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

Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may

2009 be more than one instructional term offered during the summer. The following conditions
 2010 apply:

- 2011
- 2012 a. The dean will consider for assignment full-time faculty members who meet
 2013 minimum qualifications within their respective organizational unit, followed by
 2014 part-time faculty members who have achieved eligibility for rehire priority as
 2015 defined in Section 15.4.a.2 et seq. followed by all other faculty.
- 2016
- 2017 b. Assignments for instructional sessions outside of the traditional fall and spring
 2018 semesters are not considered overload assignments.
- 2019
- 2020 c. Faculty members may teach up to eighty percent (80%) of a full-time instructional
 2021 load per instructional term. However, if multiple terms overlap, the total
 2022 instructional load an instructor holds during the combined overlapping terms may
 2023 not equal more than eighty percent (80%) of a fulltime instructional load.
 2024 Requests to teach more than eighty percent (80%) of a full-time instructional load
 2025 may be approved by the faculty member’s dean on a case-by-case basis. Credit for
 2026 large lecture as described in Section 15.2.b.5.d of this article will not count within
 2027 the eighty percent (80%) limitation.
- 2028
- 2029 d. Assignments will be calculated by the following ratios and compensated in
 2030 accordance with the appropriate Academic Salary Schedule (Appendix A):

2031

| | <u>Contact Hours</u> | <u>LHE</u> |
|------|--------------------------|------------|
| 2032 | | |
| 2033 | Lecture | 1 |
| 2034 | Laboratory | 1 |
| 2035 | Practicum | 1 |
| 2036 | Learning Center/Tutorial | 2 |
| 2037 | | |
| 2038 | | |
| | <u>Clock Hours</u> | <u>LHE</u> |
| 2039 | Tutorial Coordination | 2 |
| 2040 | Library | 2 |
| 2041 | Counseling | 2 |
| 2042 | Learning Disability | 2 |

2043

2044 15.7. Extra Duty Days

- 2045
- 2046 a. Each extra duty days shall consist of 7.2 hours of assigned time. These may be
 2047 taken as full days or divided across different days depending on the nature of the
 2048 work. Full-time faculty members in the assignments listed below work additional
 2049 full-time equivalent duty days as part of their regular contractual assignment:

2050

| <u>Assignment(s)</u> | <u>Extra FTE Days</u> |
|----------------------|-----------------------|
| 2051 | |
| 2052 | Articulation Officer |
| 2053 | Baseball Coach |
| 2054 | Basketball Coach |

| | | |
|------|--------------------------------|---------------------------------------|
| 2055 | Badminton Coach | 16 days |
| 2056 | Choral (vocal) Music | 9 days |
| 2057 | Counselor | 17 days (10 days scheduled |
| 2058 | | immediately prior to the start of the |
| 2059 | | fall academic calendar, and the |
| 2060 | | equivalent of 7 days, to be mutually |
| 2061 | | agreed upon by the faculty member |
| 2062 | | and the dean.) |
| 2063 | Cross Country Coach | 16 days |
| 2064 | Dance | 9 days |
| 2065 | Fast Pitch Softball Coach | 20 days |
| 2066 | Football Coach | 20 days |
| 2067 | Golf Coach | 16 days |
| 2068 | Instrumental Music | 16 days |
| 2069 | Learning Disability Specialist | 17 days (10 days scheduled |
| 2070 | | immediately prior to the start of the |
| 2071 | | fall academic calendar, and the |
| 2072 | | equivalent of 7 days, to be mutually |
| 2073 | | agreed upon by the faculty member |
| 2074 | | and the dean.) |
| 2075 | Nursing | 4 days (when necessary to work |
| 2076 | | outside the 178 day calendar) |
| 2077 | Pep Squad Advisor | 9 days |
| 2078 | Beach Volleyball Coach | 16 days |
| 2079 | Soccer Coach | 20 days |
| 2080 | Swimming Coach | 20 days |
| 2081 | Tennis Coach | 16 days |
| 2082 | Track Coach | 20 days |
| 2083 | Volleyball Coach | 16 days |
| 2084 | Water Polo Coach | 16 days |

2085
2086 In the event of postseason competition, assigned coaches of that sport will receive
2087 one additional extra duty day compensation for each week of post-season play.
2088 This compensation will be provided to the faculty member starting within sixty
2089 (60 days) after the post-season play is completed and prorated over the annual
2090 contract.

- 2091
2092 b. The following provisions will apply to all full-time assigned Extra Duty Days:
2093
2094 (1) During the Extra Duty Days, faculty members shall perform regular and
2095 normal instructional activities. Specific activities for this additional time
2096 will be mutually agreed upon in advance by faculty members and their
2097 dean.
2098
2099 (2) If a full-time faculty member is not available to accept an extra-duty day
2100 assignment, a part-time faculty member may be employed in that capacity.

2101 The part-time faculty member will receive a stipend equivalent to the pro-
2102 rated compensation for those duty days as determined by the part-time
2103 faculty member's appropriate placement on the Academic Salary
2104 Schedule.

2105
2106 (3) Extra Duty Days can be used within or outside of the 178-day contract
2107 year.

2108
2109 (4) Activities performed as part of an Extra Duty Day assignment may not
2110 coincide with the faculty member's regular contractual load assignments,
2111 scheduled overload, summer assignments, stipend assignments or
2112 reassigned time.

2113
2114 (5) All faculty members assigned Extra Duty Days will have their salaries
2115 adjusted to reflect the additional time. Such adjustments will be made on a
2116 per diem basis, and the total amount of base salary plus adjustments
2117 constitutes the contracted salary for that individual.

2118
2119 15.8. Unpaid Work Exchange:

2120
2121 a. Faculty members shall request an exchange in writing.

2122
2123 b. The request must have written approval of both parties and the dean.

2124
2125 c. The exchange is on an hour-for-hour basis and will be completed before the end
2126 of the following semester.

2127
2128 d. A faculty member may participate in no more than four (4) unpaid exchanges for
2129 any one section during any academic year.

2130
2131 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
2132 described in Article 24, Leaves.

2133
2134 15.9. Compensated Duties Beyond Instructional Assignments

2135
2136 a. Faculty members may accept additional duties and responsibilities in a specific
2137 activity including but not limited to chairing or coordinating.

2138
2139 b. Forms of Compensation for Duties beyond Instructional Assignments

2140
2141 (1) Stipend: When a faculty member accepts a stipend assignment the
2142 following conditions apply:

2143
2144 (a) The dean will assign and approve all stipends in their area.

2145

- 2146 (b) All stipends will be in addition to the faculty member's workload
2147 assignment.
2148
- 2149 (c) Faculty members must sign a stipend contract which will include
2150 stated outcomes such as expectations, objectives and dates of
2151 completion of the assignment, and which will require the faculty
2152 member to verify completion and/or satisfaction of the assignment
2153 to the designated administrator for that assignment.
2154
- 2155 (d) Compensation for stipends shall be calculated at one-half of the
2156 highest hourly rate on the Full-Time Classroom Overload
2157 Academic Salary Schedule. (Appendix A).
2158
- 2159 (2) Reassigned Time: Reassigned time is intended for those faculty members
2160 performing duties which require additional time, and a corresponding
2161 reduction in the amount of time assigned to normal contractual duties.
2162 The following conditions apply:
2163
- 2164 (a) Reassigned time may be recommended by the appropriate
2165 administrator.
2166
- 2167 (b) Consent of the faculty member is required, except in cases where a
2168 faculty member is unable to make load.
2169
- 2170 (c) Faculty members must sign a reassigned time contract which will
2171 include stated outcomes such as expectations, objectives and dates
2172 of completion of the assignment. The faculty member will be
2173 required to provide evidence of completion and/or satisfaction of
2174 the assignment to the appropriate administrator.
2175
- 2176 (d) Faculty members receiving reassigned time will be eligible for
2177 additional workload assignments.
2178
- 2179 (e) The appropriate administrator/dean and faculty member will
2180 develop a work schedule that will provide the appropriate time for
2181 the faculty member to complete the activities identified in the
2182 reassigned project. For example: If a faculty member's
2183 reassignment activities include scheduled meetings for every
2184 Tuesday during the semester, at a time during which there is no
2185 assigned contractual duty, then there shall be no conflicts with the
2186 assignment.
2187
- 2188 (f) The reassigned time allocated to the bargaining unit as described in
2189 Section 6.7, may not be converted to a stipend.
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- 2191 c. Department Chair Compensation

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- (1) Chair duties will be compensated by stipend or reassignment or a combination thereof. Chairs with reassignment may accept overload and large lecture compensation, as determined by the dean.
- (2) Compensation for department chairs will be based on the highest rate from the Full-time Classroom Overload Academic Salary Schedule. (Appendix A).
- (3) Regular Term Department Chair Compensation

During the regular term, department chair compensation will be calculated according to the table below. The total amount of compensation will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department’s placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below:

| | ptWFCH | Sections | Courses | FTES | LHE |
|---------------|---------------|-----------------|----------------|-------------|------------|
| Tier 5 | 400+ | 200+ | 80+ | 800+ | 2.5 |
| Tier 4 | 300-399 | 150-199 | 60-79 | 600-799 | 2 |
| Tier 3 | 200-299 | 100-149 | 40-59 | 400-599 | 1.5 |
| Tier 2 | 100-199 | 50-99 | 20-39 | 200-399 | 1 |
| Tier 1 | 1-99 | 1-49 | 1-19 | 1-199 | 0.5 |

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

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

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

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

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

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

| | PT-WFCH | Sections | Courses | FTES |
|---------------------|---------|----------|---------|---------|
| Values | 321 | 27 | 35 | 250 |
| Placement | Tier 4 | Tier 1 | Tier 2 | Tier 2 |
| Compensation | 2 | 0.5 | 1 | 1 |
| Total Compensation: | | | | 4.5 LHE |

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(4) Summer Department Chair Compensation

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

| | ptWFCH | Sections | LHE |
|--------|---------|----------|-----|
| Tier 5 | 400+ | 200+ | 2 |
| Tier 4 | 300-399 | 150-199 | 1.6 |
| Tier 3 | 200-299 | 100-149 | 1.2 |
| Tier 2 | 100-199 | 50-99 | 0.8 |
| Tier 1 | 1-99 | 1-49 | 0.4 |

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(5) Supplemental Duty Compensation

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

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

d. Coordinator Compensation

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

ARTICLE 16
PART-TIME FACULTY

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16.1. General Provisions

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

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

16.3. Workload (see Article 15)

16.4. Evaluations (see Article 17)

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

a. Information regarding academic full-time vacancies at all colleges in the District shall be made available to all part-time faculty on the District website and for those who request it from Human Resources.

b. Part-time faculty members who apply for a vacant full-time position will be evaluated in the same way as other candidates and will receive no special advantage.

c. In the event that a current part-time faculty member applies for a position and receives less than the paper screening process cut score for interviews, the part-time faculty member will be granted an automatic interview if the following conditions apply:

(1) The part-time faculty member must possess the required minimum qualifications for the position.

(2) The part-time faculty member must have completed ten (10) or more semesters of service to the district.

(3) The part-time faculty member must have received an overall rating of “Meets Standards” or better in their most recent evaluation.

(4) The candidate will be informed that they did not make the cut score and will be offered an interview. The faculty member can elect to continue with the interview process or have their name removed from the interview list.

(5) Automatic interviews will be determined after the cut scores are determined and will be added to the list of interviewees that emerge from

2357 the paper screening process so as not to create an equity barrier in the
2358 recruitment process.

2359
2360 16.6. Benefits (Article 27)

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2362 16.7. Wages (Article 30)

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2403 **ARTICLE 17**
2404 **EVALUATIONS**

2405
2406 **Probationary, Tenured and Part-Time**
2407

2408 The parties agree, during the term of this agreement, to form a subcommittee to review and
2409 update student evaluation forms and the processes for their collection in the classroom and other
2410 instructional spaces and to negotiate the terms for incorporation of student evaluations in the
2411 formal evaluation process for faculty members. The student evaluation instrument and process
2412 will be determined prior to student evaluations being incorporated into the faculty evaluation
2413 process. It is the intent of both parties that the results of student evaluations shall be fully
2414 integrated into the faculty performance review process by the 2023-2024 academic year. Until
2415 agreement is reached, the current materials and processes will be used.

2416
2417 **Purpose**
2418

2419 The primary purpose of the evaluation of faculty is the continued improvement of instruction and
2420 instructional support services.
2421

2422 17.1. Probationary Faculty Evaluations

2423 The four-year probationary period is intended to provide sufficient time for the new
2424 faculty member to understand the expectations of a tenured faculty member, to develop
2425 the skills and acquire the experience to participate successfully in the educational
2426 process, and to use appropriate resources for professional growth and development.
2427 Faculty recommended for tenure, therefore, must reflect this standard of excellence in
2428 their performance of faculty duties and interaction with students and colleagues.
2429

2430 a. Probationary Period
2431

2432 A probationary faculty member must be evaluated at least once in each academic
2433 year of service. (Educ. Code §87663(a).) The probationary period is ordinarily a
2434 four-year process (as described in Educ. Code §§87600-87612):
2435

2436 (1) Step One – Initial Hiring: First Contract (one year)
2437

2438 A probationary faculty member (or contract employee) is hired initially on
2439 a one-year contract (§87605). In order to receive a year’s credit toward
2440 attainment of tenure the faculty member must work at least 75% of the
2441 number of days in the regular academic year (§87468). This means that
2442 the faculty member must work both the fall and spring semesters
2443 (§87601). If a faculty member is hired in the spring semester, the first year
2444 will not be complete until the faculty member teaches a complete
2445 academic year, usually during the academic year following the semester of
2446 hire.
2447

2448 (2) Step Two – Second Contract (one year)

2449 If a probationary faculty member is not notified of the Board's decision
2450 not to issue a contract for the following academic year on or before March
2451 15 of their first year, they are issued a second one-year contract (§§87608
2452 and 87610(a)).
2453

2454 (3) Step Three – Third Contract (two years)

2455 If a probationary faculty member is not notified of the Board's decision
2456 not to issue a contract for the following academic year on or before March
2457 15 of the second year, they are issued a third, two-year contract
2458 (§§87608.5 and 87610(a)).
2459

2460 (4) Step Four – Granting Tenure
2461

2462 If the probationary faculty member is not notified on or before March 15th
2463 of the fourth year that the Board has decided not to employ (i.e., to
2464 dismiss) the faculty member as a permanent, tenured employee for all
2465 subsequent years, the faculty member will return in the fall of the
2466 subsequent academic year as a permanent, tenured employee (§§87609
2467 and 87610).
2468

2469 b. Tenure Review Committee (TRC)
2470

2471 A Tenure Review Committee (TRC) will follow the candidate(s) through the
2472 entire probationary period. Members of this committee have an obligation to
2473 commit to the time frame, uphold the confidentiality of the tenure review process,
2474 uphold the principles of equal employment opportunities, promote and respect
2475 diversity and equity, review appropriate documents, and conduct fair and
2476 unbiased evaluation for the purpose of reaching a tenure decision.
2477

2478 Committees for different probationary faculty members may have the same
2479 membership but will function separately. However, general team orientation
2480 meetings about the tenure review process may be conducted with multiple TRCs
2481 at the division, college, or District level.
2482

2483 Appointment to a TRC will count toward fulfillment of a faculty member's
2484 college service obligation, and may be eligible for staff development credit as
2485 appropriate.
2486

2487 The TRC will be comprised of the following four persons:
2488

- 2489 (1) The dean, who is a participating member, is responsible for overseeing the
2490 evaluation process, collecting all evaluation materials, and submitting the
2491 annual Faculty Performance Evaluation report as prepared by the TRC,
2492 including a recommendation regarding the continued employment of the
2493 probationary faculty member.
2494

2495 (2) Two (2) tenured faculty members from the department and/or
2496 division/school, or related department and/or division/school, who will
2497 serve as participating members. The appointment of these faculty
2498 members will follow consultation and consensus between the dean and the
2499 department chair(s).

2500
2501 (3) In addition, the probationary faculty member will be responsible for
2502 selecting a full-time faculty member to serve as a mentor, who will be an
2503 advisory member of the TRC. The purpose of the mentor is to serve as an
2504 advisor to support and assist the probationary faculty member. The mentor
2505 will attend all TRC meetings where the probationary faculty member is
2506 present, but will not contribute to the writing or creation of the evaluation
2507 report. The mentor is not required to do an observation, but may at the
2508 request of the probationary faculty member. The mentor should be a
2509 faculty member who is familiar with the tenure review process and
2510 evaluation procedures as contained in the Academic Employee Master
2511 Agreement and with department and division/school policies and
2512 procedures. Probationary faculty members may replace their faculty
2513 mentor at their discretion.

2514
2515 (4) The appointed members of the TRC shall remain the same throughout the
2516 entire tenure review process except in extenuating circumstances. If a
2517 participating faculty member of the TRC becomes unavailable or unable to
2518 continue, or if a conflict of interest is identified as agreed to by the
2519 Association and the District, the dean shall appoint a replacement faculty
2520 member in consultation and consensus with the department chair(s) or the
2521 Academic Senate if the conflict is with the department chair or there is no
2522 department chair.

2523
2524 c. Probationary Faculty Evaluation Components

2525
2526 (1) Self-Evaluation
2527
2528 (a) It is essential that each probationary faculty member take full
2529 responsibility for the appropriate portions of their tenure review
2530 process.

2531
2532 (b) The probationary faculty member will submit to the TRC a
2533 portfolio including a report of college, District or committee
2534 service; accomplishments (such as publications, exhibitions or
2535 performances); awards and achievements; appropriate class
2536 materials such as sample syllabi and assignments; goals and
2537 objectives for the next evaluation cycle; mentoring opportunities;
2538 and other pertinent documents.

2539
2540 (2) Instructional Activity Observations

- 2541 The TRC will conduct scheduled classroom/worksite/electronic
2542 visitation(s) as needed and submit written comments to the dean.
2543
- (a) The probationary faculty member and the TRC will mutually agree
2544 on the course(s) or equivalent in which the scheduled
2545 observation(s) will take place, so that the faculty member may be
2546 observed under optimum conditions for displaying their abilities.
2547
2548
- (b) Each evaluation shall include at least one (1) observation, lasting at
2549 least fifty (50) minutes. For on-line classes, the probationary
2550 faculty member will present the course to the member(s) of the
2551 TRC during an observation lasting at least fifty (50) minutes.
2552
2553
- (3) Student Evaluations
- (a) Student evaluations will be conducted in each class during the fall
2554 and spring semesters, throughout the probationary period. The
2555 objective will be to determine the student response to areas such as
2556 the fulfillment of the stated and distributed course objectives,
2557 effective communication, and respect for students' rights and
2558 needs.
2559
2560
- (b) For those faculty members who engage in instruction outside of the
2561 classroom, including librarians, counselors, and learning disability
2562 specialists, student evaluations will be collected within five (5)
2563 days of student contact sessions (i.e., student appointments or
2564 reference desk visits) during a selected month each fall and spring
2565 semester throughout the probationary period.
2566
2567
- (c) Student evaluation materials shall be available to the TRC and may
2568 be used in the faculty performance evaluation. Results of the
2569 student evaluations will be discussed with the probationary faculty
2570 member; however, copies of the student evaluations will not be
2571 provided to the faculty member until after the due date for grades.
2572
2573
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2575
- (4) Report Preparation
- (a) The TRC will complete a Faculty Performance Evaluation Report
2576 (Appendix B), including a recommendation of continued
2577 employment, based upon:
2578
2579
- i. the materials from the probationary faculty portfolio;
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- ii. results of observations and student evaluations;
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- iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy and the appropriate job posting;
 - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
- (b) Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- (c) Evaluations are to be based on the materials described in this article. Hearsay statements, rumors or information from anonymous sources, other than student evaluations, shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
- (5) Follow-up Procedures
- (a) If the faculty member's performance receives an overall rating below "Meets Standards," the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction. A performance improvement plan may be developed by the TRC for a rating below "Meets Standards" in any individual category. A performance improvement plan shall not be required for probationary faculty members who have been notified that they will not be recommended for further employment with the District.
 - (b) The TRC, including the mentor, will meet with the probationary faculty member to discuss the summary report.

2630 (c) On behalf of the TRC, the dean will forward recommendation(s),
2631 with appropriate supporting documentation, to the appropriate vice
2632 president and president.

2633
2634 (d) An additional evaluation may be scheduled during the spring
2635 semester if desired by the TRC.

2636
2637 (6) Administration Review

2638
2639 (a) The appropriate vice president will:

- 2640
2641 i. review recommendation(s),
2642
2643 ii. forward recommendation(s), including their
2644 recommendations based upon their direct observation, to
2645 the president.

2646
2647 (b) The president will:

- 2648
2649 i. review recommendation(s),
2650
2651 ii. forward recommendation(s), including their
2652 recommendations based upon their direct observation, to
2653 the Chancellor.

2654
2655 (c) The Chancellor will:

- 2656
2657 i. review recommendation(s),
2658
2659 ii. forward recommendation(s), including their
2660 recommendations, to the Board of Trustees.

2661
2662 d. Evaluation Timelines

2663
2664 The dean will initiate the course of action to establish the tenure review process
2665 for each newly hired faculty member. Except for submission of the
2666 recommendation from the TRC by December 15 as described in Section 17.1.d.1i
2667 below, the evaluation timelines in this article are recommended guidelines only.

2668
2669 (1) First Contract Year

2670
2671 (a) For those faculty members whose first contract is issued in the
2672 spring semester, the faculty member's initial spring semester and
2673 the following academic year will be considered their first contract
2674 year.

2675

- 2676 (b) The TRC meets with the new faculty member (and throughout the
2677 four-year process as appropriate).
2678
- 2679 (c) TRC membership is reported by the dean to the appropriate vice
2680 president for each new faculty member by September 15.
2681
- 2682 (d) The TRC meets with the faculty to discuss the process, format,
2683 objectives, timelines, and expectations.
2684
- 2685 (e) The probationary faculty portfolio shall be submitted to the TRC
2686 by October 15.
2687
- 2688 (f) Student evaluations are to be initiated prior to November 1 for the
2689 fall semester and prior to April 1 for the spring semester. The
2690 results of the student evaluations shall be discussed with the TRC
2691 and the probationary faculty member. Copies of the student
2692 evaluations will be provided to the probationary faculty member
2693 after the due date for grades.
2694
- 2695 (g) Observations are completed and returned to the dean by November
2696 15.
2697
- 2698 (h) Post-visit discussions to be held with the faculty member prior to
2699 December 1.
2700
- 2701 (i) The TRC reaches its recommendation and completes a written
2702 report by December 15.
2703
- 2704 (j) The recommendation of renewal or non-renewal is submitted by
2705 the dean to the appropriate vice president and the president no later
2706 than December 20.
2707
- 2708 (k) Letter of non-renewal or one (1) year renewal will be sent no later
2709 than March 15. If a probationary faculty member is not notified of
2710 the Board's decision not to issue a contract for the following
2711 academic year on or before March 15 of their first contract year,
2712 they will be issued a second one-year contract.
2713
- 2714 (l) A new faculty member whose initial hire date begins with the
2715 spring semester will be evaluated during the spring semester and
2716 again during the fall semester of the subsequent academic year.
2717
- 2718 (2) Second Contract Year
2719
- 2720 (a) Follow the same timeline and process as the first contract year.
2721

2722 (b) Second semester: A letter of non-renewal or two (2) years renewal
2723 will be sent no later than March 15. If a probationary faculty
2724 member is not notified of the Board's decision not to issue a
2725 contract for the following academic year on or before March 15 of
2726 their second contract year, they will be issued a third, two-year
2727 contract.

2728
2729 (3) Third Contract Year

2730 Follow the same timeline and process as the first contract year.

2731
2732
2733 (4) Fourth Contract Year

2734 (a) Follow the same timeline and process as the first contract year.

2735
2736 (b) Second semester: a letter of tenure or non-renewal will be sent no
2737 later than March 15. If no notice is received on or before March 15
2738 of the fourth year, the faculty member will return in the fall of the
2739 subsequent academic year as a regular tenured employee.
2740

2741
2742 e. Violations of the Evaluation Process

2743 Allegations that the District has not complied with the evaluation procedures shall
2744 be processed through the grievance procedure in this Agreement. While violations
2745 of these evaluation procedures may be subject to the grievance procedure, a non-
2746 substantive error in the evaluation shall not be grievable. The parties recognize
2747 that there are many deadlines and procedural requirements in the process and that
2748 peers are involved. While the parties expect the process to be followed as written,
2749 they recognize that a non-substantive procedural error could occur but may not
2750 require a change in the result. A "substantive error" is one which, if not made,
2751 would have changed the result.
2752

2753
2754 17.2. Tenured Faculty Evaluation

2755 The tenured faculty evaluation process is designed to improve the teaching and learning
2756 process and delivery of student services, to provide a basis for professional growth and
2757 development, and to comply with California State Community College laws and
2758 regulations.
2759

2760 a. Tenured Faculty Evaluation Process

2761 (1) Self-Evaluation

2762 The faculty member will submit to the dean a portfolio including a report
2763 of college, District or committee service; accomplishments (such as
2764 publications, shows or performances); awards and achievements;
2765
2766
2767

2768 appropriate class materials such as sample syllabi and assignments; and
2769 other pertinent documents.

2770
2771 (2) Instructional Activity Observation

2772
2773 The appropriate dean, or designee will make scheduled
2774 classroom/worksite/electronic visits as described below:

2775
2776 (a) The faculty member and dean or designee will mutually agree on
2777 the course(s) or equivalent in which the scheduled observation(s)
2778 will take place, so that the faculty member may be observed under
2779 optimum conditions displaying their abilities.

2780
2781 (b) Each evaluation shall include at least one (1) observation, lasting at
2782 least fifty (50) minutes. For on-line classes, the faculty member
2783 will present the course to the evaluator during an observation
2784 lasting at least fifty (50) minutes.

2785
2786 (3) Student Evaluations

2787
2788 (a) Student evaluations will be conducted in all classes during the
2789 semester in which a formal evaluation is performed.

2790
2791 Student evaluations are to be initiated prior to November 1 for the
2792 fall semester and prior to April 1 for the spring semester for full
2793 term and 1st 8-week classes and by December 1 and May 1 for late
2794 start and 2nd 8-week classes.

2795
2796 (b) For those faculty members who engage in instruction outside of the
2797 classroom, including librarians, counselors, and learning disability
2798 specialists, student evaluations will be collected within five (5)
2799 days of student contact sessions (i.e., student appointments or
2800 reference desk visits) during a selected month during the semester
2801 in which a formal evaluation is performed.

2802
2803 (c) These student evaluations will be made available for the faculty
2804 member and one tenured faculty member serving as a peer
2805 reviewer from the department or division/school, or from a related
2806 department or division/school selected by the evaluatee, following
2807 the due dates for grades. The selected faculty member shall review
2808 the student evaluations and sign a verification indicating that they
2809 have reviewed and discussed the student evaluations with the
2810 member being evaluated. The signed verification shall be
2811 submitted by the evaluatee to their dean.
2812

- 2813 (d) Student evaluations are the property of the faculty member and
2814 will be returned to them at the end of the semester. The
2815 information contained in student evaluations will not be retained
2816 by the college or the District, used by the administration in the
2817 completion of the formal evaluation, or included in the faculty
2818 member's personnel file.
2819
- 2820 (4) Report Preparation
2821
- 2822 (a) The dean will complete a Faculty Performance Evaluation Report
2823 (Appendix B), including a recommendation of continued
2824 employment, based upon:
2825
- 2826 i. the materials from the faculty portfolio;
 - 2827
 - 2828 ii. results of observations;
 - 2829
 - 2830 iii. items relevant to the instructional duties assigned to the
2831 faculty member, including adherence to Board Policy and
2832 college processes and deadlines;
 - 2833
 - 2834 iv. a review of activities which are outside of the instructional
2835 duties, including those defined within Board Policy;
 - 2836
 - 2837 v. information regarding participation in curriculum
2838 development and review, and in development and
2839 assessment of student learning outcomes. Any information
2840 included in the faculty member's evaluation regarding
2841 participation in curriculum or student learning outcome
2842 processes must be verified and documented.
2843
- 2844 (b) Faculty members shall not be held accountable for any aspect of
2845 the educational program over which they have no authority.
2846
- 2847 (c) Evaluations are to be based on the materials described in this
2848 article.
2849
- 2850 Hearsay statements, rumors or information from anonymous
2851 sources shall be excluded from written evaluations. The dean may
2852 include in the written evaluation information which has been
2853 documented through a completed investigation subsequent to a
2854 complaint, the findings of which have been delivered to the faculty
2855 member under evaluation prior to the inclusion of this information
2856 in the evaluation report.
2857

2858 (5) A faculty member may also elect to have a second evaluation by a tenured
2859 faculty member of their choice. This second evaluation is intended for
2860 improvement of faculty members and it may become a part of the
2861 personnel file only at the request of the faculty member being evaluated.
2862

2863 b. Follow-up Procedures
2864

2865 (1) If a tenured faculty member receives an overall rating below “Meets
2866 Standards,” the dean will develop a Performance Improvement Plan
2867 including follow-up activities with dates of completion, and measurable
2868 outcomes to address those performance issues which need improvement.
2869 A performance improvement plan may be developed by the dean for a
2870 rating below “Meets Standards” in any individual category.
2871

2872 (2) The faculty member receiving an overall rating below “Meets Standards”
2873 will be evaluated again within twelve (12) months.
2874

2875 (3) In the subsequent evaluation, if the faculty member does not receive an
2876 overall rating of “Meets Standards” or better, the faculty member will not
2877 be eligible for any overload assignments until such time as future
2878 evaluation results in an overall “Meets Standards” or better.
2879

2880 c. Evaluation Timelines
2881

2882 (1) The dean will initiate the tenured faculty evaluation process every three
2883 (3) years.
2884

2885 (2) The evaluation process must be completed within one year of its initiation,
2886 or the process must begin anew.
2887

2888 d. Violations of the Evaluation Process
2889

2890 Allegations that the District has not complied with the evaluation procedures shall
2891 be processed through the grievance procedure in this Agreement. While violations
2892 of these evaluation procedures may be subject to the grievance procedure, a non-
2893 substantive error in the evaluation shall not be grievable. The parties recognize
2894 that there are many deadlines and procedural requirements in the process and that
2895 peers are involved. While the parties expect the process to be followed as written,
2896 they recognize that a non-substantive procedural error could occur but may not
2897 require a change in the result. A “substantive error” is one which, if not made,
2898 would have changed the result.
2899

2900 17.3. Part-Time Faculty Evaluations
2901

2902 The part-time faculty evaluation process is designed to improve the teaching and learning
2903 process and delivery of student services, and to provide the part-time faculty member a
2904 basis for professional growth and development.

2905
2906 a. Part-time Faculty Evaluation Process

2907
2908 (1) Self-Evaluation

2909
2910 The faculty member will submit to the dean a portfolio including a report
2911 of college, District or committee service; accomplishments (such as
2912 publications, shows or performances); awards and achievements;
2913 appropriate class materials such as sample syllabi and assignments; and
2914 other pertinent documents.

2915
2916 (2) Instructional Activity Observation

2917
2918 The appropriate dean or designee will make scheduled
2919 classroom/worksite/electronic visits as described below:

2920
2921 (a) The part-time faculty member and dean or designee will mutually
2922 agree on the course(s) or equivalent in which the scheduled
2923 observation(s) will take place, so that the faculty member may be
2924 observed under optimum conditions displaying their abilities.

2925
2926 (b) Each evaluation shall include at least one (1) observation, lasting at
2927 least fifty (50) minutes. For on-line classes, the faculty member
2928 will present the course to the evaluator during an observation
2929 lasting at least fifty (50) minutes.

2930
2931 (3) Student Evaluations

2932
2933 (a) Each part-time faculty member shall have student evaluations
2934 conducted in all classes taught during the semester in which a
2935 formal evaluation is performed. Student evaluations are to be
2936 initiated prior to November 1 for the fall semester and prior to
2937 April 1 for the spring semester for full term and 1st 8-week classes
2938 and by December 1 and May 1 for late start and 2nd 8-week classes.

2939
2940 (b) For those faculty members who engage in instruction outside of the
2941 classroom, including librarians, counselors, and learning disability
2942 specialists, student evaluations will be collected within five (5)
2943 days of student contact sessions (i.e., student appointments or
2944 reference desk visits) during a selected month during the semester
2945 in which a formal evaluation is performed.

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- (c) These student evaluations will be made available for the part-time faculty member and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee following the due date for grades. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee to their dean.
 - (d) Student evaluations are the property of the part-time faculty member, and will be returned to the faculty member at the end of the semester. The information contained in student evaluations will not be retained by the college or the District, and will be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.
- (4) Report Preparation
- (a) The dean 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;
 - iii. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - v. information regarding participation in assessment of student learning outcomes. Any information included in the part-time faculty member's evaluation regarding participation in student learning outcome processes must be verified and documented.
 - (b) Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
 - (c) Evaluations are to be based on the materials described in this article.

2993 Hearsay statements, rumors or information from anonymous
2994 sources shall be excluded from written evaluations. The evaluator
2995 may include in the written evaluation information which has been
2996 documented through a completed investigation subsequent to a
2997 complaint, the findings of which investigation have been delivered
2998 to the faculty member under evaluation prior to the inclusion of
2999 this information in the evaluation report.

3000
3001 (d) Observation of a part-time faculty member may be completed by a
3002 full-time faculty member as the designee of the vice president or
3003 the dean, under the following circumstances:

- 3004
- 3005 i. The full-time faculty member is tenured,
 - 3006
 - 3007 ii. The full-time faculty member is in good standing with an
3008 evaluation of “Meets Standards” or better on their most
3009 recent evaluation,
 - 3010
 - 3011 iii. The full-time faculty member is approved by the
3012 appropriate dean,
 - 3013
 - 3014 iv. Department chairs will have the first right of refusal for all
3015 observations of part-time faculty members in their areas,
 - 3016
 - 3017 v. In the event that the faculty observer determines that an
3018 observation is likely to result in the observed part-time
3019 faculty member receiving an overall rating below “Meets
3020 Standards,” the evaluation process will revert to the dean,
3021 who will conduct a new observation in order to complete
3022 the evaluation. In order to initiate the transfer of the
3023 evaluation to the dean, the faculty observer shall complete
3024 the Transfer of Evaluation Form (Appendix C).
 - 3025

3026 b. For those part-time faculty members with priority rehire eligibility as described in
3027 Article 15, evaluation procedures in relation to continued priority rehire eligibility
3028 status will be as described in Article 15.

3029
3030 c. Evaluation Timelines

3031

- 3032 (1) Each part-time faculty member shall be evaluated during the first semester
3033 of their first assignment at that college.

3034

- 3035 (2) Subsequent reviews will be every sixth semester during which an
3036 instructional assignment is held, and no fewer than one in every four
3037 years. Out-of-sequence evaluations may also occur as needed if approved

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by the vice chancellor of Human Resources in consultation with the Association.

**ARTICLE 18
PERSONNEL FILES**

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3087 18.1. General Provisions
3088

3089 There shall be only one official personnel file for each faculty member. This file shall be
3090 secured by Human Resources.
3091

3092 18.2. Access to Files and Release of Personnel Information
3093

3094 a. The faculty member shall have access to their file at reasonable intervals and at
3095 reasonable times, with reasonable advance notice subject to the following
3096 restrictions:
3097

3098 (1) The employee shall not have the right to inspect personnel records at a
3099 time when the employee is actually required to render services to the
3100 District.
3101

3102 (2) The employee shall not have the right to inspect materials the access to
3103 which is specifically excluded by federal or state regulation or statute.
3104

3105 b. Representatives of the Association shall have access at reasonable intervals and at
3106 reasonable times, with reasonable advance notice, to the file with the faculty
3107 member's written authorization.
3108

3109 c. Management's access to a faculty member's personnel file shall be restricted to
3110 authorized administrators, authorized personnel office staff, and the faculty
3111 member's immediate supervisor. The information and contents of a faculty
3112 member's personnel file may not be released to anyone else without the faculty
3113 member's express prior written consent, or in order to comply with a legal
3114 requirement such as a court order.
3115

3116 18.3. Placement of Material in Personnel Files
3117

3118 a. Any material placed in a faculty member's file must be signed and dated. A copy
3119 shall be given to the faculty member prior to the time of insertion in the personnel
3120 file.
3121

3122 b. Information of a derogatory nature shall not be entered into an employee's
3123 personnel records unless and until the employee is given notice and an
3124 opportunity to review and comment on that information. The employee shall have
3125 the right to enter into their personnel file, and have attached to any derogatory
3126 statement, their own comments. A faculty member who alleges that information
3127 in their personnel file is false or erroneous shall have the right to file a grievance
3128 for the purpose of having such information rectified or expunged. Nothing herein

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

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

**ARTICLE 19
TRANSFERS**

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19.1. General Provisions

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

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

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

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

- a. A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined Title 5, §53410, (2) reasonableness, and (3) seniority have been appropriately considered.
- b. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.
- c. A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
- d. An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

ARTICLE 20
TRAVEL

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- 20.1. Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District-approved travel as defined 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

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

3312 member for reporting unsafe or unhealthy conditions and/or taking reasonable emergency
3313 actions.

3314
3315 21.7. Each faculty member shall adhere to the District's safety rules and policies for the well-
3316 being of the students and faculty members of the District, and shall attend all scheduled
3317 District safety training sessions which are related to their assignments, or as determined
3318 to be mandatory by agreement between the District and the Association, or required by
3319 law or regulation.

3320
3321 21.8. The District shall take all necessary and immediate action to contain or mitigate all
3322 reported work-related incidents of violence or threats of bodily harm towards faculty
3323 members.

3324
3325 a. If the incident or threat is witnessed or received directly by the affected faculty
3326 member, the faculty member shall immediately report it to their dean and/or campus
3327 police.

3328
3329 b. If the incident or threat is witnessed or received by another college or district
3330 employee and is reported to the District, the District will immediately notify
3331 impacted faculty member(s) of the received threats and of actions being taken to
3332 assure their safety.

3333
3334 c. The District shall conduct an investigation of all legitimate work-related threats and
3335 alleged work-related incidents of violence towards a faculty member and contain or
3336 mitigate as necessary. During the period of investigation and mitigation, if the
3337 faculty member feels endangered, they may request that the District make a
3338 reasonable effort to ensure a safe work environment by doing such things as
3339 changing the class location, providing on-site security, reassigning or removing the
3340 student, or other remedies.

3341
3342 21.9. If the SOCCCD chancellor or college president, or their designee, orders an immediate
3343 evacuation of three (3) days or fewer of the campus or any part of the campus in response
3344 to an emergency, faculty members shall not suffer a loss of pay or deductions from
3345 accumulated sick leave during the period of such evacuation, and shall remain available
3346 for immediate return to work after the situation is resolved and a clearance is issued.

3347
3348 21.10. In extended emergency situations, the District, in consultation with the Association, will
3349 establish safety protocols related to the return to work.

3350
3351 21.11. The District will establish a permanent District-wide Health and Safety Committee with
3352 proportional representation from district administration, college administration, and all
3353 bargaining groups.

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ARTICLE 22
LAY-OFF PROCEDURES

- 22.1. Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the California Educ. Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.
- 22.2. All faculty in the South Orange County Community College District are in one Faculty Service Area (FSA).

ARTICLE 23
DISCIPLINE PROCEDURES

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- 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.

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**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**

25.1. General Provisions

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

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

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section 25.4.a. of this article.
- f. The grievant may be represented by an Association representative at all levels of the grievance procedure under Section 25.4. below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.
- g. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the

3541 Chancellor or designee, and if necessary this grievance shall continue as specified
3542 in Level III (see Section 25.4.c. below).

3543
3544 h. If the grievance arises from action or inaction by the Chancellor, the grievance
3545 shall be submitted directly to the Association and to the Chancellor or designee.
3546 In the event that the grievance is not resolved between the grievant and/or the
3547 Association and the Chancellor or designee, the grievance will be submitted to the
3548 Board of Trustees through the Board President. If necessary, this grievance shall
3549 continue as specified in Level IV (Section 25.4.d. below).

3550
3551 i. No reprisals of any kind will be taken by the Board, the Chancellor, any member
3552 or representative of the administration of the District, or by the Association, its
3553 officers or its members against any aggrieved person, any party in interest, any
3554 member of the Association, or any other participant in the grievance procedure by
3555 reason for such participation.

3556
3557 25.2. Scheduling of grievance meetings
3558

3559 a. Every effort will be made to schedule meetings for the processing of grievances at
3560 times that will not interfere with the regular assigned duties of the participants.

3561
3562 b. In accordance with Article 6 (Association Rights), the Association representative
3563 will, upon reasonable notice to the appropriate dean, be released from duties
3564 without loss of pay to attend meetings.

3565
3566 c. If the grievance meeting must be held at a time which conflicts with the grievant's
3567 assigned duties, upon reasonable notice to the appropriate dean, the grievant will
3568 be released to attend the meeting. Any District employee who is requested by any
3569 party of interest to appear in such meetings or hearings as a witness shall, upon
3570 reasonable notice to appropriate dean or supervisor, be released from assigned
3571 duties to attend the meeting.

3572
3573 25.3. Time Limits
3574

3575 a. All grievances should be processed in an expeditious and timely manner.
3576

3577 b. Should the grievant fail to comply with the established time limits at any step,
3578 they shall forfeit all rights to process the existing grievance.

3579
3580 c. Should the District or its designated representatives fail to respond to a grievance
3581 within established time limits at any step, the grievant is entitled to proceed to the
3582 next step.

3583
3584 d. Any time limits set forth herein shall begin the day following the receipt of a
3585 written decision.
3586

- 3587 e. Time or procedural steps may be waived at any step by mutual written agreement.
3588
3589 f. The parties agree that the grievance timelines shall be tolled (paused) during
3590 summer between the end of the Spring semester and the beginning of the Fall
3591 semester, and during winter break between the end of the Fall semester and the
3592 beginning of the Spring semester. In the event a grievance is filed at such a time
3593 that it cannot be processed through all the steps in this grievance procedure by the
3594 end of the Spring semester and, if left unresolved until the beginning of the
3595 following Fall semester, could result in harm to the grievant, the time limits set
3596 forth herein may be adjusted by mutual agreement so that the procedure may be
3597 completed prior to the end of the academic year, or as soon thereafter as may be
3598 agreeable to the grievant and the District.
3599

3600 25.4. Grievance Procedure

3601 a. Level I – Immediate Supervisor
3602
3603

- 3604 (1) The grievant shall present their grievance in writing to the appropriate
3605 Association grievance chair and the immediate supervisor on the District
3606 Grievance Form (Appendix D) within 180 calendar days after the grievant
3607 could have known or reasonably known of the alleged violation of the
3608 contract. The grievance shall contain a clear and concise statement of the
3609 grievance, the circumstances involved, including any supporting evidence,
3610 the specific sections of this Agreement alleged to have been violated, the
3611 affected employee(s) and the specific remedy sought.
3612
3613 (2) Within ten (10) days of receiving the grievance the immediate supervisor
3614 may request a formal conference to discuss the grievance. The immediate
3615 supervisor shall render a decision to the grievant in writing within ten (10)
3616 days of receiving the grievance, or of the date that the grievance
3617 conference was held, whichever is later.
3618

3619 b. Level II – President or Designee
3620

- 3621 (1) In the event the grievant is not satisfied with the decision, if provided, at
3622 Level I, the decision may be appealed on the grievance form to the
3623 president, within ten (10) days of receiving the Level I decision, or when it
3624 should have been received.
3625
3626 (2) In order to be processed or considered, the appeal shall include copies of
3627 the original grievance and decision, if rendered, and the reason for the
3628 appeal.
3629
3630 (3) The president, or designee, shall hold a conference with the grievant upon
3631 request of either party. The president, or designee, shall communicate the
3632 decision about the grievance to the grievant in writing on the grievance

3633 form within ten (10) days of receiving the appeal and forward a copy of
3634 the response to Faculty Association.

3635
3636 (4) The president’s designee shall not be any person who has previously ruled
3637 on the grievance at any of the previous levels.

3638
3639 c. Level III – Chancellor or Designee

3640
3641 (1) If the grievant is not satisfied with the decision at Level II, the grievant
3642 may appeal the decision to the Chancellor, or designee, on the grievance
3643 form within ten (10) days of receipt of the decision at Level II, or of when
3644 the decision should have been received.

3645
3646 (2) The appeal shall include a copy of the original grievance and appeals with
3647 decision rendered, and reasons for the appeal.

3648
3649 (3) The Chancellor, or designee, shall hold a conference with the grievant
3650 upon request of either party. The Chancellor, or designee, shall
3651 communicate the decision to the grievant in writing on the grievance form
3652 within fifteen (15) days of receiving the appeal and forward a copy of the
3653 response to Faculty Association.

3654
3655 (4) The Chancellor’s designee shall not be any person who has previously
3656 ruled on the grievance at any previous level.

3657
3658 d. Level IV – Mediation

3659
3660 (1) If the grievant is not satisfied with the decision at Level III, the grievant,
3661 with the consent of the Association, may request that the grievance be
3662 submitted to mediation for review. The request should be made to the Vice
3663 Chancellor of Human Resources within ten (10) days of receipt of the
3664 Chancellor’s, or designee’s, decision or the date the decision should have
3665 been received.

3666
3667 (2) Should the District and Faculty Association not mutually agree on a
3668 mediator:

3669
3670 (a) Within five (5) working days of receipt of a written request to
3671 proceed to mediation, the District will request a list of seven (7)
3672 mediators from the from the California State Mediation and
3673 Conciliation Service.

3674
3675 (b) Within ten (10) days after receipt of the list, a representative of the
3676 District and a representative of Association shall alternately strike
3677 names from the list until only one name remains. The first strike
3678 shall be determined by coin flip.

- 3679 (3) The function of the mediator shall be to assist the parties to achieve a
3680 mutually satisfactory resolution of the grievance by means of the
3681 mediation process.
3682
- 3683 (4) If a mutual resolution of the grievance is reached during mediation, a
3684 written statement of the resolution will be prepared and signed by the
3685 parties.
3686
- 3687 e. Level V – Arbitration
3688
- 3689 (1) If the grievant and Faculty Association are not satisfied with the
3690 disposition of the grievance at Level IV and wish to proceed to arbitration,
3691 a request shall be made to the Vice Chancellor of Human Resources
3692 within ten (10) days from the date the District, the Association, or the
3693 mediator indicate in writing that mediation has concluded. Should the
3694 Faculty Association and the District be unable to mutually agree on the
3695 selection of an arbitrator:
3696
- 3697 (a) Within five (5) days the Human Resources Office shall request a
3698 list of seven (7) arbitrators from the California State Mediation and
3699 Conciliation Service.
3700
- 3701 (b) Within ten (10) days after receipt of the list, a representative of the
3702 District and a representative of Faculty Association shall
3703 alternately strike names from the list until only one name remains.
3704 The first strike shall be determined by coin flip.
3705
- 3706 (2) Upon selection of the arbitrator, the Human Resources Office shall contact
3707 the selected arbitrator to schedule a hearing at the earliest convenience of
3708 the arbitrator and the parties.
3709
- 3710 (3) Arbitrator expenses, including any per diem fees, actual and necessary
3711 travel and subsistence expense, and other fees and expenses shall be paid
3712 equally by the District and the Faculty Association.
3713
- 3714 (4) If either party so requests, the arbitrator shall specifically rule upon the
3715 appropriateness of arbitration of contested issues prior to the hearing on
3716 the merits of the grievance. If the parties cannot agree upon a statement of
3717 the issues to be arbitrated, the arbitrator shall determine the issues by
3718 referring to the written grievance and the answers thereto at each step.
3719
- 3720 (5) The arbitrator may render a decision only regarding the interpretation of
3721 the provision or provisions of this Agreement at issue between the parties.
3722 The arbitrator shall have no authority to add to, subtract from, alter,
3723 amend, or modify any provisions of this Agreement. The arbitrator shall

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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.

3770 **ARTICLE 26**

3771 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

3772
3773 26.1. Bonded Sabbatical

3774
3775 At the discretion of the Board of Trustees, upon the recommendation of the District
3776 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
3777 (Educ. Code §§87767 and 87768).

3778
3779 a. Purpose

3780
3781 A sabbatical is to allow for the professional enhancement of the faculty member.
3782 Such professional enhancement shall be to the benefit of the faculty member, their
3783 college, students, and/or to the District. The value of what the faculty member
3784 may contribute following their return includes, but is not limited to, the areas of
3785 pedagogy, curriculum development, and the culture of the college and the
3786 community it serves.

3787
3788 b. Length of Sabbatical

3789
3790 A sabbatical leave may take one of two possible forms:

- 3791
3792 (1) One semester at full pay and employee benefits, or
3793
3794 (2) One academic year at two-thirds pay and full employee benefits.

3795
3796 c. Eligibility

- 3797
3798 (1) Any tenured full-time faculty member who has served the District for at
3799 least six (6) consecutive years without a break in service (Educ. Code
3800 §87768) is eligible for a sabbatical. No more than one such sabbatical may
3801 be granted to a faculty member in each seven-year period.
3802
3803 (2) An eligibility list will be prepared by the Human Resources Office no later
3804 than July 1st of the preceding year and sent to all full-time faculty
3805 members.

3806
3807 d. Acceptable Sabbatical Projects

3808
3809 A sabbatical may be granted for any of the following purposes:

- 3810
3811 (1) Professional study related to assigned discipline(s) or for the purpose of
3812 retraining when there is a scheduled phase-out in a discipline and/or
3813 program.
3814

- 3815 (2) Completion of courses for an advanced degree related to assigned
3816 discipline(s) or in advanced studies related to higher education.
3817
- 3818 (3) Special project, research or assignment that relates to the goals and
3819 mission of the college and District.
3820
- 3821 (4) Travel related to assigned discipline, course and/or program of faculty
3822 member.
3823

3824 e. Sabbatical Committee
3825

- 3826 (1) The Sabbatical Committee will consist of up to one (1) faculty member
3827 from each division/school, one (1) administrator from each college who
3828 will be appointed by the college president, and the appropriate vice
3829 chancellor, who will also serve as co-chair.
3830
- 3831 (2) Members of the Sabbatical Committee may not submit a sabbatical
3832 proposal nor serve in the year following the completion of a sabbatical.
3833
- 3834 (3) Sabbatical Committee members will elect a chair and have one (1) vote
3835 each.
3836
- 3837 (4) The Sabbatical Committee shall have as its sole responsibility the handling
3838 of matters pertaining to bonded sabbaticals.
3839
- 3840 (5) The Sabbatical Committee shall meet during September each year to
3841 establish procedures and policies within the scope of this Master
3842 Agreement.
3843
- 3844 (6) The Sabbatical Committee shall also establish all timelines for the
3845 application and approval process provided that all recommendations for
3846 sabbaticals shall be forwarded to the Chancellor no later than December
3847 20th.
3848

3849 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
3850

- 3851 (1) The number of sabbatical semesters available for consideration by the
3852 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
3853 semester/year obligation as reported by the Chancellor's Office, California
3854 Community Colleges to the District in the fall of that academic year (Title
3855 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section
3856 26.1.g.(5) will not be reflected in the 4.63% allocation for the next
3857 academic year.
3858

3859 (2) The determination of the number of semesters available for sabbaticals for
3860 any given academic year shall be made by rounding up after the
3861 multiplication process takes place.

3862
3863 Example:
3864 $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6$ or 24 semesters
3865

3866 (3) The Sabbatical Committee will assign priority to proposed sabbatical
3867 projects as follows:

- 3868
- 3869 (a) A first-time applicant will be given priority over applicants who
3870 have had a previous sabbatical.
 - 3871
 - 3872 (b) Thereafter, applicants will be determined by seniority of service
3873 and by the quality of the proposal as ranked by the Sabbatical
3874 Committee.
 - 3875
 - 3876 (c) In the event of a tie when all previous criteria have been met, the
3877 tie shall be broken by a majority vote of the Sabbatical Committee.
3878

3879 g. Application Process

3880

3881 (1) Faculty members shall be notified by the Sabbatical Committee of their
3882 eligibility to apply for a sabbatical and provided with instructions for
3883 completing the application form and the final report. In addition, faculty
3884 members will be informed of all necessary deadlines and procedures.

3885

3886 (2) The faculty member shall discuss the proposed sabbatical project with
3887 division/school peers, department chair, division/school dean, appropriate
3888 vice president, and solicit input/feedback.

3889

3890 (3) The faculty member shall submit to the college president a copy of their
3891 sabbatical proposal (or a rough draft thereof) for input and feedback. The
3892 president may provide comments and indicate one of the following:

3893

- 3894 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
3895 be forwarded to the committee.

3896

- 3897 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
3898 faculty member with recommendations to warrant the president's
3899 support.

3900

- 3901 i. In the event where the college president does not support a
3902 sabbatical proposal, the faculty member may:
3903

- 3904 a) reconsider the president's input and resubmit the
3905 sabbatical proposal to the President, or
3906
3907 b) rescind the sabbatical proposal, or
3908
3909 c) forward the sabbatical proposal to the Sabbatical
3910 Committee with the president's comments and non-
3911 support.
3912

3913 (4) The faculty member shall submit their sabbatical proposal with all
3914 required forms and documents to the Sabbatical Committee prior to the
3915 deadline date.
3916

3917 (5) Under exceptional circumstances, the Sabbatical Committee co-chairs may
3918 choose to consider late applications. The Committee co-chairs must agree
3919 on whether the criteria for exceptional circumstances is sufficient and
3920 whether or not it will consider a late application.
3921

3922 h. Approval Process
3923

3924 (1) Following procedures and guidelines established by the Sabbatical
3925 Committee and set forth herein, the Committee shall approve (or
3926 disapprove) each sabbatical application by a majority vote of the
3927 Committee and forward their approved sabbatical list to the college
3928 president(s) no later than December 10th.
3929

3930 (2) The names of committee-approved applicants for a sabbatical shall be
3931 forwarded to the Chancellor for recommendation to the Board of Trustees
3932 no later than December 20th.
3933

3934 (3) The Board of Trustees may grant a sabbatical (Educ. Code §§87767 and
3935 87768) to eligible faculty members whose applications have been
3936 approved by the Sabbatical Committee.
3937

3938 (4) Each faculty member shall be notified on or before March 1st regarding
3939 the acceptance or rejection of their sabbatical request.
3940

3941 (5) In the event there are multiple sabbatical requests in the same department
3942 for the same period, the dean may defer a board-approved sabbatical so as
3943 not to interfere with the regular operation of a department, subject to the
3944 following conditions:
3945

3946 (a) A deferred sabbatical must be granted within one (1) year of the
3947 date on which the deferred sabbatical was due to commence.
3948

- 3949 (b) Faculty members will retain their cycle of sabbatical eligibility
3950 based on the approval date of the application.
3951
3952 (c) When a sabbatical deferral is necessary, faculty members approved
3953 for their first sabbatical will receive priority.
3954
3955 (d) When a sabbatical deferral is necessary, and all affected faculty
3956 members have previously received a sabbatical, in the absence of a
3957 mutual agreement to the contrary among the affected faculty
3958 members, priority will be given to the most senior faculty member
3959 as determined by the District-assigned faculty seniority number.
3960

3961 i. Length and Conditions for a Sabbatical
3962

- 3963 (1) The recipient of a one semester sabbatical will be compensated at their
3964 regular salary and employee benefits; a two-semester sabbatical at two-
3965 thirds regular salary and full District-provided benefits. Year-long
3966 sabbaticals shall reduce the District contribution to STRS. Faculty
3967 members wishing to maintain full service credit with STRS must contact
3968 STRS.
3969
3970 (2) Salary while on sabbatical shall be paid on a monthly basis during the
3971 academic year.
3972
3973 (3) Faculty members cannot assume any other, additional full-time
3974 employment while on sabbatical, unless it is an integral part of their
3975 approved sabbatical. If this provision is violated, all compensation and the
3976 cost of employee benefits must be returned to the District.
3977
3978 (4) Faculty members granted sabbatical shall not be authorized to perform
3979 additional professional services such as overload, overtime, part-time
3980 assignment, stipend, and grants for District pay. Nor will the District
3981 furnish equipment or materials, pay travel costs, or provide remuneration
3982 other than the sabbatical compensation during the period of the sabbatical.
3983 The Board may, upon application, grant exception to this provision.
3984
3985 (5) A sabbatical shall be counted as experience for advancement on the salary
3986 schedule.
3987
3988 (6) Academic credits earned while on sabbatical or professional development
3989 activity may be used toward salary increments the following academic
3990 year, in accordance with the existing board policies.
3991

3992 j. Guarantees
3993

- 3994 (1) The faculty member must agree to return to the District for a period of
3995 service equal to twice the period of the sabbatical (Educ. Code, §87770).
3996
3997 (2) The faculty member shall be returned to the same or comparable position
3998 held at the time the sabbatical was granted. If conditions arise which
3999 would make it necessary to change the faculty member's assignment, the
4000 faculty member shall be notified, whenever possible, before the change
4001 becomes effective. Nothing in this paragraph is intended to be in conflict
4002 with Educ. Code §87774.
4003
4004 (3) The written agreement between the District and the faculty member
4005 includes a bond paid for by the District. The bond covers pay and the
4006 District's cost of employee benefits. If the bond is forfeited, any
4007 repercussions from the bonding company are the sole responsibility of the
4008 faculty member (Educ. Code §§87770 and 87771).
4009

4010 k. Evidence of Completion

- 4011 (1) Upon completion of the sabbatical and within sixty (60) days of the
4012 faculty member's return to duty, a narrative report shall be submitted to
4013 the Sabbatical Committee for review and acceptance (or non-acceptance).
4014 This report will include:
4015
4016 (a) a record of the activity such as, transcripts of study completed, a
4017 copy of the product developed, and/or an evaluation of the project
4018 pursued;
4019
4020 (b) a discussion of its impact on teaching and learning;
4021
4022 (c) a description of how the sabbatical information will be used in a
4023 professional development plan;
4024
4025 (d) a narrative on how the information contributes to the benefit of the
4026 students and to the District.
4027
4028 (2) If the approved sabbatical project contains an implementation process or
4029 the Sabbatical Committee would like a follow-up report, the faculty
4030 member will provide the information requested in the time line provided.
4031
4032 (3) The faculty member must schedule a minimum of one presentation(s) at a
4033 venue such as Professional Development Week, Division/School
4034 meetings, College Sabbatical Forum, and/or at a professional
4035 organization(s) meeting.
4036
4037

4038 (4) The Board of Trustees and/or the Sabbatical Committee may invite
4039 representative faculty members to make presentations of their sabbatical
4040 project/activity at Board of Trustees meetings.

4041
4042 1. Status Changes Relating to an Approved Sabbatical

4043
4044 Once the faculty member has been approved by the Board of Trustees for a
4045 sabbatical activity, it is the faculty member's responsibility to inform in writing
4046 the Sabbatical Committee co-chairs of any change(s) in status with the sabbatical
4047 from the time the faculty member knows or should have known of a change.

4048
4049 (1) Project

4050
4051 In the original application, the faculty member requests time to complete a
4052 project with a stated outcome; however, circumstances, conditions, etc.,
4053 identified in the application sometimes change. The faculty member must
4054 submit a request for change to the Sabbatical Committee, college
4055 president, and Chancellor, and seek approval from the Board of Trustees
4056 before implementing any changes with the sabbatical project.

4057
4058 (2) Extenuating Circumstances

4059
4060 In the event that an extenuating circumstance occurs (such as, natural
4061 disaster, long term family illness) that may impact the content and/or
4062 timelines of the sabbatical project, the faculty member must report such
4063 change to the Sabbatical Committee, college president, Chancellor, and
4064 seek approval from the Board of Trustees before implementing any
4065 changes with the sabbatical project.

4066
4067 (3) Serious or Long-Term Illness/Injury of the Faculty Member

4068
4069 It is the responsibility of the faculty member to notify the vice chancellor
4070 of Human Resources or designee within thirty (30) days from the onset or
4071 change in physical condition.

4072
4073 26.2. Professional Development Leave

4074
4075 At the discretion of the Board of Trustees, the District may grant a faculty member a paid
4076 or unpaid leave of absence of up to two (2) years for professional development which
4077 may include, but shall not be limited to, additional schooling and/or training,
4078 participation in faculty exchange programs, a project/activity that would benefit the
4079 College and/or District, involvement in research efforts and acceptance of long-term
4080 assignments to other higher education institutions, agencies, corporations, foundations, or
4081 government (Educ. Code §87768).

4082

- 4083 a. Absence shall not be included as service in computing the six (6) years before or
4084 after a sabbatical.
- 4085
- 4086 b. Absence shall not be deemed a break in service.
- 4087
- 4088 c. Upon return, a faculty member will return to the same or comparable position.
- 4089
- 4090 d. The faculty member will receive credit for annual salary increments, employee
4091 benefits, including, but not limited to, insurance and retirement benefits, to the
4092 extent not expressly prohibited by law.
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ARTICLE 27
BENEFITS

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27.1. Health Insurance

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

27.2. Part-Time Faculty Health Insurance Allowance

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

Parameters:

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

The monthly benefit amount is calculated as follows:

| Employee Monthly Cost | Monthly Allowance |
|-----------------------|-------------------|
| \$1 to \$99 | = \$0 |
| \$100 to \$250 | = up to \$250 |
| \$251 to \$500 | = up to \$500 |
| \$501 plus | = up to \$750 |
| Medicare Recipients | = up to \$250 |

b. The District shall provide a monthly allowance to qualified part-time faculty members for the purpose of purchasing comprehensive health insurance. The total amount of the allowance will be \$384,000 per semester. Once all eligible employees and amounts have been determined, if the total amount is greater than \$384,000 per semester, the allowance amounts will be reduced proportionately so that the total amount equals but does not exceed \$384,000 per semester.

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

- 4174 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
 4175 paid during the summer session.
 4176
 4177 (2) The faculty member must have completed six semesters of employment in
 4178 the district.
 4179
 4180 (3) The faculty member must be employed for a minimum of 12 LHE in the
 4181 District in the 12-month period ending at the end of the prior semester
 4182 (summer session counts toward meeting this requirement).
 4183
 4184 (4) The faculty member had assignments in the District in at least five of the
 4185 semesters during the prior three academic years. (Summer session does
 4186 not count toward meeting this requirement.)
 4187
 4188 (5) The faculty member must work a minimum of three LHE in the District
 4189 during the semester in which the District allowance is disbursed.
 4190
 4191 (6) Each semester the faculty member must submit the following to the
 4192 District Business Office no later than September 10th and February 10th by
 4193 5 p.m. (PST) in order to be eligible for the District allowance:
 4194
 4195 (a) A signed affidavit and official documentation of current enrollment
 4196 and monthly premium cost paid by the employee in a voluntary
 4197 Bronze, Silver, Gold, or Platinum medical plan provided through
 4198 Covered California under the Patient Protection and Affordable
 4199 Care Act, or an equivalent comprehensive medical or health
 4200 insurance plan.
 4201
 4202 (b) If coverage is terminated, the part-time faculty member must notify
 4203 the District within 10 days of the date of termination. If the policy
 4204 is terminated, the benefit will cease for the remainder of the
 4205 semester.
 4206
 4207 (c) This program is subject to random District audits.
 4208
 4209 d. The District allowance will cease if the employee no longer meets the
 4210 requirements of the above criteria.
 4211
 4212 e. The District allowance shall be paid through payroll and will be prorated over the
 4213 number of paychecks received by the eligible faculty member each fall and spring
 4214 semester.
 4215

4216 27.3. Dental Insurance

4217 The District shall pay one hundred percent of the premium for dental insurance for
 4218 faculty members working 75% or more of a full-time contract and their eligible
 4219

4220 dependents. Coverage provided shall meet the specifications on file at the District
4221 Business Office.

4222
4223 27.4. Vision Insurance
4224

4225 The District shall pay one hundred percent of the premium for vision insurance for
4226 faculty members working 75% or more of a full-time contract and their eligible
4227 dependents. Coverage provided shall meet the specifications on file at the District
4228 Business Office.

4229
4230 27.5. Employee Assistance / Mental Health Program
4231

4232 The District shall pay one hundred percent of the premium for a faculty member's
4233 assistance/mental health program for employees working 75% or more of a full-time
4234 faculty contract and their eligible dependents. Coverage provided shall meet the
4235 specifications on file at the District Business Office.

4236
4237 27.6. Life Insurance
4238

4239 The District shall pay one hundred percent of the premium for life insurance for faculty
4240 members working 75% or more of a full-time faculty contract and their eligible
4241 dependents. The coverage provided shall be two times the annual salary up to
4242 \$200,000.00, plus \$50,000.00.

4243
4244 27.7. Long Term Disability Insurance
4245

4246 The District shall pay one hundred percent of the premium for long-term disability
4247 (salary protection) for faculty members working 75% or more of a full-time faculty
4248 contract. The coverage provided shall meet the specifications on file at the District
4249 Business Office.

4250
4251 27.8. Long Term Care Insurance
4252

4253 For faculty members working 75% or more of a full-time faculty contract, the District
4254 shall pay the premium for long-term care insurance. Coverage provided shall meet the
4255 specifications on file at the District Business Office.

4256
4257 27.9. Legal Assistance Program
4258

4259 The District shall pay one hundred percent of the premium for legal assistance programs
4260 for faculty members working 75% or more of a full-time faculty contract and their
4261 eligible dependents. Coverage provided shall meet the specifications on file at the District
4262 Business Office.

4263
4264 27.10. Coverage Period
4265

4266 Full-time faculty members shall receive qualifying benefits from the first of the month
4267 following their first contractual day of their first academic year with the District. In each
4268 succeeding year, coverage will be continuous unless a faculty member resigns, retires,
4269 otherwise separates from employment, or as otherwise specified in this agreement, in
4270 which case the benefits will end the last day of the month when employment ends.
4271

4272 27.11. Benefits During a Leave
4273

4274 Faculty members shall receive medical, dental, vision, and life insurance benefits while
4275 on a leave of absence in accordance with the following conditions:
4276

- 4277 a. Faculty members shall continue to receive insurance benefits while on paid leaves
4278 of absence.
4279
- 4280 b. A faculty member on an unpaid leave of absence due to illness shall continue to
4281 receive insurance benefits, provided by the District, during the leave of absence
4282 but not to exceed twelve (12) months following the exhaustion of all leaves;
4283 provided, however, that if the faculty member has been employed for a period of
4284 ten (10) years or more in the District, and has reached the age of fifty-five (55),
4285 the District will provide health benefits for the absent faculty member until that
4286 faculty member is able to return to duty, elects to retire as specified in Section
4287 31.4. below, or is separated from the District.
4288
- 4289 c. Faculty members on unpaid leave longer than one year are eligible to apply for
4290 employee paid insurance coverage under Consolidated Omnibus Budget
4291 Reconciliation Act (COBRA).
4292

4293 27.12. Tax Sheltered Annuities
4294

4295 Faculty members may participate in tax sheltered annuity plans from the District's
4296 approved list of vendors. The District will provide payroll deduction for this purpose.
4297

4298 27.13. Medical Examinations and Tests
4299

4300 Medical examinations and tests required by the District for employment shall be paid by
4301 the District.
4302

4303 27.14. Parking
4304

4305 Appropriate staff parking shall be provided on campus for \$60.00 per academic year for
4306 full time faculty members and \$30.00 per academic year for part-time faculty members.
4307

4308 27.15. Change in Level of Benefit
4309

4310 The District agrees that changes to the level of benefit coverage will be negotiated.
4311

ARTICLE 28
WORKLOAD BANKING PROGRAM

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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. Full-time probationary and full-time tenured 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 (no leaves shall be taken for part of a semester only).
- e. Banked workload credit may be taken in increments ranging from three 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. Partial leaves are subject to Section 28.2.g below. Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college service work during the term of

- 4357 the leave.
 4358
 4359 g. Banked workload leaves will be limited to once every eight (8) semesters.
 4360
 4361 h. Workload credit earned in restricted or categorically funded programs may be
 4362 banked only if allowed by State and Federal regulations and the granting agency.
 4363
 4364 i. Payment for banked workload earned in the fall and spring semesters, summer
 4365 sessions, and any other instructional sessions beyond the traditional semesters will
 4366 be withheld by payroll. Banked workload will be officially posted as banked at
 4367 the end of the semester in which it is earned.
 4368
 4369 j. Faculty members who request to schedule banked workload leave will not be
 4370 eligible to apply or take any other leave to extend an absence from the workplace
 4371 longer than one semester.
 4372

4373 28.3. Criteria to earn banked workload credit:
 4374

- 4375 a. A faculty member must have tenured status.
 4376
 4377 b. The faculty member must submit the Workload Banking Request Form
 4378 (Appendix E) at least one week prior to the beginning of the semester or other
 4379 session in which the banked workload credit is being requested.
 4380
 4381 c. The dean will acknowledge the request to bank workload and record the request
 4382 through the appropriate vice president's office.
 4383
 4384 d. Banked workload credit can be earned from assignments exceeding thirty (30) to
 4385 thirty-two (32) LHE per year scheduled during Fall and Spring semesters, as part
 4386 of a summer assignment, or during any other instructional session beyond the
 4387 traditional semesters.
 4388
 4389 e. Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of
 4390 banked workload credit, to be calculated as follows (see Article 15, Workload):
 4391

4392 (1) Lecture Assignments (contact hour)
 4393

| | <u>Contact Hours</u> | <u>LHE for load</u> |
|-------------------------------|----------------------|---------------------|
| 4395 Lecture | 1 | 1 |
| 4396 Lab | 1 | 1 |
| 4397 Practicum | 1.2 (5/6) | 1 |
| 4398 Learning Center/Tutorial | 2 | 1 |

4400 Example: Digital Photography 5/6 (units lecture/practicum per week)

4401 3 Hours Lecture = 3 LHE

4402 6 Hours Practicum = 5 LHE

4403 8 LHE for load

4404

4405 (2) Non-Lecture Assignments (clock hour)

4406

4407 Thirty (30) clock hours = 1 LHE

4408

| | <u>Clock Hours</u> | <u>LHE for Load</u> |
|--|--------------------|---------------------|
|--|--------------------|---------------------|

4410

| | | |
|-----------------------|---|---|
| Tutorial Coordination | 2 | 1 |
|-----------------------|---|---|

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| Library | 2 | 1 |
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| | | |
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| Counseling | 2 | 1 |
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|---------------------|---|---|
| Learning Disability | 2 | 1 |
|---------------------|---|---|

4415

4416 (3) Counselors and Librarians may include a maximum of 6 LHE of lecture
4417 courses per semester within their workload assignment. Therefore, to earn
4418 Workload Banked credit, Counselors and Librarians may accumulate up to
4419 forty percent (40%) of their credit from overload lecture assignments.

4420

4421 f. Workload credit cannot be earned:

4422

4423 (1) while on a reduced workload assignment;

4424

4425 (2) while on sabbatical.

4426

4427 28.4. Criteria to redeem banked workload credit:

4428

4429 a. A full-time faculty member must have fifteen (15) LHE banked prior to taking a
4430 banked workload leave.

4431

4432 b. Only full-time tenured faculty members may schedule a banked workload leave.

4433

4434 c. To schedule a banked workload leave, the faculty member must submit the
4435 Workload Banking Leave Request Form (Appendix F – Available in Workday) to
4436 their dean no later than February 1st for the Fall semester and no later than
4437 September 1st for the Spring semester.

4438

4439 (1) Every effort shall be made to accommodate a faculty member’s request to
4440 redeem banked workload credit; however, it is recognized that a banked
4441 workload leave may be postponed under circumstances in which the
4442 absence of the faculty member would jeopardize the educational program.
4443 The dean shall put in writing any postponement of the request to redeem
4444 banked workload credit.

4445

4446 (2) When two or more faculty members from the same department or area
4447 apply to schedule banked workload leave and both/all cannot be
4448 accommodated, those faculty members who have not previously taken

4449 banked workload leave shall have priority in order of seniority. The
4450 remaining faculty will be given priority for the following semester.
4451
4452 (3) A requested banked workload leave can be postponed for no more than
4453 one academic year.
4454
4455 (4) To ensure the stability of a program, department, or school, the faculty
4456 member requesting banked workload leave may be requested to work with
4457 the division/school chair and dean to arrange for appropriate substitute
4458 coverage prior to scheduling a leave.
4459

4460 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is
4461 granted by the Board of Trustees, they will not be eligible to:
4462
4463 a. work overload;
4464
4465 b. contract for extra assignments in the District;
4466
4467 c. work on a stipend or reassigned time;
4468
4469 d. work on any hourly assignments.
4470

4471 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4472 election for workload banking, the faculty member shall not be entitled to cash out except
4473 under one of the following circumstances:
4474
4475 a. retirement;
4476
4477 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
4478
4479 c. termination (dismissal for cause), or release from probationary status;
4480
4481 d. death;
4482
4483 e. resignation.
4484

4485 When a faculty member is paid for accumulated banked workload credit (known as
4486 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked
4487 workload credit was earned. No partial “cashing out” will be allowed.
4488

4489 28.7. Record Keeping

4490
4491 Banked workload credit shall be recorded by each college and tracked by the District.
4492 The District shall maintain banked workload balances in Workday.
4493
4494

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 faculty member may request a reduced teaching load for any given semester or academic year. The request must be received 90 days prior to the semester or academic year in which the reduction is requested. Exceptions to the notice of requirement may be granted by the college president.

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

4540 and retirement credit received. The faculty member's salary will be reduced in
4541 accordance with the percentage reduction in teaching load request.

4542
4543 This leave is distinct and separate from the Reduced Workload with Full
4544 Retirement Credit under CalSTRS provided for in Article 31.2 of this Agreement.
4545

4546 29.2. Sick Leave

4547
4548 a. Each full-time faculty member under yearly contract shall be entitled to one (1)
4549 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12
4550 days for 12 months). Sick leave shall be accrued for all part-time, full-time
4551 overload and summer LHE instruction and shall be computed by the following
4552 formula:

4553
4554 .0558 hours sick leave per contact hour paid
4555

4556 At the beginning of each academic year, every faculty member will receive a sick
4557 leave allotment credit, equal to their entitlement for the academic year. Part-time
4558 classroom faculty members will receive a sick leave allotment credit at the
4559 beginning of each semester. Part-time hourly faculty members will receive a sick
4560 leave allotment calculated and accrued each pay period.
4561

4562 b. Pursuant to Labor Code §233, a full-time faculty member may use up to six days
4563 and a part-time faculty member may use up to three days of accrued and available
4564 sick leave entitlement to attend to an illness of an immediate family member as
4565 defined in Article 4.
4566

4567 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to
4568 academic year.
4569

4570 d. Verification of Illness or Injury: Verification will ordinarily not be required for
4571 short term absences. A doctor's certification or other acceptable form of
4572 verification may be required however, for absences exceeding five (5) calendar
4573 days, situations where there is a doubt as to the employee's fitness to return to
4574 work, or where the appropriate administrator has reason to believe that there may
4575 be an abuse of sick leave.
4576

4577 e. Notification of Absence: Faculty members shall submit their absences and leave
4578 requests to the appropriate dean as soon as practicable prior to the start of the
4579 faculty member's assignment.
4580

4581 f. Notification of Return: For absences longer than one day, faculty members shall
4582 make every effort to keep the appropriate dean advised of their status, and provide
4583 an estimate of their expected return.
4584

4585 g. Sick Leave Deduction Process:

- 4586 (1) Full-time faculty members with classroom assignments shall have sick
4587 leave deducted on the basis of half-day increments (i.e., if a faculty
4588 member is absent for one-half or less of their scheduled LHE assignment
4589 for that day, one-half day of sick leave will be deducted; if faculty
4590 members are absent for more than one-half of a scheduled assignment for
4591 that day, a full day of sick leave will be deducted).
4592
4593 (2) Full-time faculty members with non-classroom assignments shall have
4594 sick leave deducted on the basis of quarter-day increments (i.e., if a
4595 faculty members are absent for one-quarter or less of their scheduled LHE
4596 assignment for that day, one-quarter of a day of sick leave will be
4597 deducted; for an absence of between one-quarter and one-half of a day,
4598 one-half day will be deducted; for an absence between one-half and three-
4599 quarters, three-quarters of a day will be deducted; for an absence of more
4600 than three-quarters of a scheduled assignment for that day, a full day of
4601 sick leave will be deducted).
4602
4603 (3) Part-time faculty members shall have sick leave deducted on an hourly
4604 basis.
4605
4606 h. Sick Leave Statement: The District shall provide information upon individual
4607 request, on the amount of sick leave accrued, by transfer or otherwise, and sick
4608 leave entitlement for the academic year.
4609
4610 i. Catastrophic Illness Transfer of Leave Program: A faculty member may
4611 contribute sick leave to other staff as well as other faculty members on a one-for-
4612 one basis (one day for one day, etc.) with no reference to the possible difference
4613 in their salaries. As there are likely tax and retirement consequences, both
4614 employees are responsible for determining any STRS, IRS or other agency
4615 implications that may result. This program is designed to assist a faculty member
4616 who has a lengthy illness and has run out of sick leave. The program can also be
4617 used so that an employee can take care of a sick person in the immediate family.
4618 Procedures for the catastrophic illness/injury leave for individual solicitation or
4619 leave bank requests are on file in the District Human Resources Office.
4620

4621 29.3. Maternity Leave

4622
4623 The District shall provide for leave of absence from duty for any faculty member of the
4624 District who is required to be absent from duties because of pregnancy, miscarriage,
4625 childbirth, and recovery therefrom. The length of the leave of absence, including the date
4626 on which the leave shall commence and the date on which the faculty member shall
4627 resume duties, shall be determined by the faculty member's physician. Pregnancy and
4628 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
4629 therefrom are for all job-related purposes, temporary disabilities and shall be treated as
4630 such under any health or temporary disability insurance or sick leave plan available in
4631 connection with employment by the South Orange County Community College District.

4632 29.4. Paid Parental Leave

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- a. A person employed by the District in a full-time or part-time academic position for more than twelve (12) calendar months shall be allowed to take leave for purposes of parental leave for a period of up to twelve (12) weeks. “Parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The twelve (12) week period shall run concurrent with any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- c. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- d. Parental leave taken pursuant to this section shall also run concurrently with parental leave taken pursuant to Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The aggregate amount of parental leave taken pursuant to this section and Section 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
- e. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted from the salary due the faculty member for any of the remaining portion of the twelve (12) week period in which the absence occurs shall not exceed 50 percent of the employee’s regular salary for the remaining portion of the 12-workweek of the parental leave.

(Educ. Code §87780.1.)

29.5. Extended Illness Leave

- a. If a faculty member has used all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute faculty member temporarily assuming the duties of the absent faculty member, or, in the event that no substitute faculty member is employed to replace the faculty member, the lowest LHE rate as described in the appropriate salary schedule (Appendix A) for the number of hours for which the absent faculty member would need to be replaced. In no case shall the amount deducted exceed 50% of the faculty member’s regular salary. The five (5) months or less extended illness leave period during which the deductions described above occur shall not begin until all other paid sick leave provisions described in Section 29.2 above, excluding sick leave transferred under

4678 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been
4679 exhausted. Extended illness leave is not available for absences that arise under
4680 Labor Code §233 (see Section 29.2 above).

4681
4682 b. If a faculty member has used all accumulated sick leave and is still absent from
4683 duties on account of illness or accident, and that faculty member has been
4684 employed for a period of ten (10) years or more in the District, and has reached
4685 the age of fifty-five (55), the District will provide health benefits for the absent
4686 faculty member until that faculty member is able to return to duty, elects to retire,
4687 or is separated from the District.

4688
4689 29.6. Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:

4690
4691 a. An industrial accident or illness means any injury or illness considered to be
4692 work-related if an event or exposure in the work environment (on or off campus)
4693 either caused or contributed to the resulting condition or significantly aggravated
4694 a pre-existing injury or illness.

4695
4696 b. A faculty member shall be entitled to such leave without limitation to the number
4697 of days of entitlement.

4698
4699 c. The total of the faculty member's temporary disability indemnity and the portion
4700 of salary due during the leave shall equal their full salary.

4701
4702 d. A faculty member shall be deemed to have recovered from an industrial accident
4703 or illness, and thereby able to return to work, at such time as the faculty member
4704 and the attending physician agree that there has been such a recovery.

4705
4706 e. Nothing in this Article shall preclude the District from recommending that a
4707 faculty member be placed on disability retirement under the State Teachers
4708 Retirement System.

4709
4710 29.7. Personal Necessity Leave
4711
4712 Every faculty member shall be entitled to use paid sick leave during each academic year
4713 in case of personal necessity, as follows:

4714
4715 a. "Personal Necessity" means any activity, including those pursuant to the
4716 California Education Partnership Act (California Labor Code § 230.8), which
4717 cannot be conducted before or after the teaching day without causing undue
4718 inconvenience to the faculty member. Faculty members shall handle such leave in
4719 a responsible manner.

4720
4721 b. Full-time faculty members are entitled to use up to six (6) days per year of
4722 personal necessity leave to be deducted from sick leave.

4723

- 4724 c. Part-time faculty members' personal necessity leave is deducted in hourly
4725 increments. Part-time faculty members are entitled to use up to sixty percent
4726 (60%) of their sick leave allotment for a given semester for personal necessity
4727 leave.
4728
4729 d. Unused personal necessity days do not accrue for use in future years.
4730
4731 e. Personal necessity days do not carry over from year to year.
4732
4733 f. A faculty member shall make every attempt to give advance notice for use of
4734 Personal Necessity Leave.
4735
4736 g. A faculty member shall not be required to give reasons for the use of such leave.
4737

4738 29.8. Bereavement Leave
4739

4740 Every faculty member shall be entitled to five (5) days of paid leave of absence for each
4741 occurrence of the death of a spouse or registered domestic partner; child; child of spouse
4742 or registered domestic partner; parent, stepparent, or legal guardian of the faculty member
4743 or of the spouse or registered domestic partner of the faculty member; or any family
4744 member living in the immediate household of the faculty member; or if travel out-of-state
4745 is required for any other member of the faculty member's immediate family. Otherwise,
4746 every faculty member shall be entitled to three (3) days paid leave of absence for any
4747 other member of the faculty member's immediate family as defined in Article 4. This
4748 leave shall not be deducted from sick leave.
4749

4750 29.9. Jury Leave
4751

4752 A faculty member shall be entitled to as many days of paid leave as are necessary when
4753 called for jury duty or when summoned for a court appearance not as a result of the
4754 faculty member's own misconduct. Any monies received from the courts as jury duty pay
4755 shall be transferred to the District, mileage excluded. Upon completion of jury duty, the
4756 faculty member shall submit a certification of jury service to the District.
4757

4758 29.10 Legislative Leave
4759

4760 Except as otherwise provided by law, a tenured faculty member who is elected or
4761 appointed to the State Legislature, Congress, or appointed to government service, shall be
4762 entitled to an unpaid leave of absence for the length of the term of office, not to exceed
4763 twelve (12) years.
4764

- 4765 a. The faculty member on such leave shall notify the college of an intended return at
4766 least sixteen (16) weeks in advance.
4767
4768 b. The faculty member on such leave shall be entitled to return to employment at the
4769 end of the leave, but shall not be entitled to any other benefits while on leave.

4770 29.11. Professional Development Leave

4771

4772 A faculty member may be granted up to three (3) days of paid leave each academic year
4773 for the purpose of improving instructional performance. Such leave must be approved by
4774 the Dean and may be used to visit worksites in other departments or colleges or to attend
4775 Association or other workshops related to the assignment of the faculty member.

4776

4777 29.12. Family and Medical Leave

4778

4779 To the extent not already provided for under current leave policies and provisions, the
4780 District will provide family and medical care leave for eligible employees as required by
4781 state and federal law. The following provisions set forth certain of the rights and
4782 obligations with respect to such leave. Rights and obligations which are not specifically
4783 set forth below are set forth in the Department of Labor regulations implementing the
4784 Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the
4785 California Family Rights Act (CFRA). Unless otherwise provided by this policy, “leave”
4786 under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall
4787 not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against
4788 faculty members because they exercise the right to family care leave or because they gave
4789 information or testimony related to their or another person’s family care leave in an
4790 inquiry related to family leave rights.

4791

4792 a. Terms of Leave

4793

4794 (1) Family care and medical leave shall not exceed twelve (12) work weeks
4795 (or twenty-six (26) weeks to care for a covered service member) during
4796 any fiscal year. Where FMLA leave qualifies as both military caregiver
4797 leave and care for a family member with a serious health condition, the
4798 leave will be designated as military caregiver leave first.

4799

4800 (2) The twelve (12) month period for calculating leave entitlement will be
4801 based on the District’s fiscal year from July 1 to June 30.

4802

4803 (3) Leave taken under the FMLA for disability due to pregnancy shall run
4804 concurrently with leave taken under the California Pregnancy Disability
4805 Act. A family member may also be entitled to an additional twelve (12)
4806 weeks of bonding time under the CFRA.

4807

4808 (4) During the period of family care and medical leave, the District shall
4809 require faculty members to use their accrued time off, and any other paid
4810 or unpaid time off negotiated with the District. Accrued sick leave shall be
4811 used when the purpose of the family care and medical leave is for the
4812 employee’s own serious health condition or the leave is needed to care for
4813 a parent, spouse, child or registered domestic partner with a serious health
4814 condition, and for which sick leave may be taken pursuant to this
4815 Agreement and/or Board policy.

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b. Intermittent/Reduced Work Schedule Leave

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

c. Maintenance of Benefits

- (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical, vision, and dental plans.
- (2) If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or their family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
- (3) The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

ARTICLE 30
WAGES

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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

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

4907 Eighteen (18) steps plus one longevity step in the fourth column at Year
4908 20

4909
4910 Twenty-three (23) steps plus one longevity step in the fifth column at Year
4911 25

4912
4913 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall
4914 be defined as the base salary. The dollar amount in column 1, step 1, of the
4915 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of
4916 the immediate prior Faculty Salary Schedule and any negotiated and
4917 agreed upon adjustments for the given year.

4918
4919 (3) The first step of each column will increase by 5.5555% of the base salary
4920 over the first step of the previous column.

4921
4922 (4) Each step in each column will increase by 3.70365% of the base salary
4923 over the previous step.

4924
4925 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

4926
4927 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven
4928 columns, with one step in each column.

4929
4930 (2) For 2021-2022, the value of the first column will be equivalent to 61.74%
4931 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4932 the Full-time Academic Salary Schedule, as reflected in the following
4933 formula:

4934
4935
$$.6174(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4936
$$\text{Schedule /2}))$$

4937
4938 For 2022-2023, the value of the first column will be equivalent to 65.20%
4939 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4940 the Full-time Academic Salary Schedule, as reflected in the following
4941 formula:

4942
4943
$$.6520 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4944
$$\text{Schedule /2}))$$

4945
4946 For 2023-2024, the value of the first column will be equivalent to 70.50%
4947 of 1/15 (6.67%) of one-half the value of the first step of the first column in
4948 the Full-time Academic Salary Schedule, as reflected in the following
4949 formula:

4950
4951
$$.7050 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

4952
$$\text{Schedule /2}))$$

- 4953 (3) Each succeeding column will increase by 4% of column 1 over the
 4954 previous column.
 4955
- 4956 (4) In recognition of the value of part-time faculty to the District and its
 4957 students, both parties agree to continue to work towards defining and
 4958 achieving parity between full-time and part-time faculty in future
 4959 contracts.
 4960
- 4961 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
 4962 Salary Schedule (see Appendix A):
 4963
- 4964 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
 4965 Tutorial Academic Salary Schedule shall consist of seven columns, with
 4966 one step in each column.
 4967
- 4968 (2) For 2021-2022, the value of the first column will be equivalent to 53.00%
 4969 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 4970 the Full-time Academic Salary Schedule, as reflected in the following
 4971 formula:
 4972
- 4973 .53 (.0667(column 1, step 1 of the Full-time Academic Salary
 4974 Schedule/2))
 4975
- 4976 For 2022-2023, the value of the first column will be equivalent to 55.96%
 4977 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 4978 the Full-time Academic Salary Schedule, as reflected in the following
 4979 formula:
 4980
- 4981 .5596(.0667(column 1, step 1 of the Full-time Academic Salary
 4982 Schedule /2))
 4983
- 4984 For 2023-2024, the value of the first column will be equivalent to 60.51%
 4985 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 4986 the Full-time Academic Salary Schedule, as reflected in the following
 4987 formula:
 4988
- 4989 .6051 (.0667(column 1, step 1 of the Full-time Academic Salary
 4990 Schedule/2))
 4991
- 4992 (3) Each succeeding column will increase by 4% of column 1 over the
 4993 previous column.
 4994
- 4995 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,
 4996 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)
 4997

- 4998 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload
- 4999 Academic Salary Schedule shall consist of seven columns, with one step
- 5000 in each column.
- 5001
- 5002 (2) The value of the first column will be equivalent to 48.6% of 1/15 (6.67%)
- 5003 of the value of the first step of the first column in the Full-time Academic
- 5004 Salary Schedule, as reflected in the following formula:
- 5005
- 5006 $.486(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$
- 5007 $\text{Schedule}))$
- 5008
- 5009 (3) Each succeeding column will increase by 4% of column 1 over the
- 5010 previous column.
- 5011
- 5012 (4) As required for CalSTRS reporting purposes, compensation for counselors
- 5013 and librarians will be reported to CalSTRS and paid by converting the
- 5014 LHE rate to an hourly rate as defined in the appropriate salary schedule.
- 5015

30.3. Salary Schedule Column Placement Criteria

All degrees or units must be from accredited educational institutions.

- 5020 a. Column I Bachelor’s Degree (or the minimum degree and/or experience as
- 5021 required by the California Community College Chancellor’s Office minimum
- 5022 qualifications as published in the *Minimum Qualifications for Faculty and*
- 5023 *Administrators in California Community Colleges*) or equivalency as established
- 5024 under Title 5 §53410.
- 5025
- 5026 b. Column II
- 5027
- 5028 (1) Master’s Degree, or
- 5029
- 5030 (2) Bachelor’s Degree plus 40 semester units, including Master’s Degree.
- 5031
- 5032 c. Column III
- 5033
- 5034 (1) Master’s Degree plus 20 semester units, or
- 5035
- 5036 (2) Bachelor’s Degree plus 50 semester units, including Master’s Degree.
- 5037
- 5038 d. Column IV
- 5039
- 5040 (1) Master’s Degree plus 40 semester units, or
- 5041
- 5042 (2) Bachelor’s Degree plus 70 semester units, including Master’s Degree, or
- 5043

5044 (3) Permanent Vocational Credential received prior to establishment of the
5045 Community College Credential and Bachelor's Degree.

5046
5047 e. Column V

5048
5049 (1) Earned Doctorate, or

5050
5051 (2) Master's Degree plus 60 semester units, or

5052
5053 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or

5054
5055 (4) Permanent Vocational Credential received prior to establishment of the
5056 Community College Credential and Master's Degree.

5057
5058 30.4. Previous Experience Credit for Initial Step Placement

5059
5060 a. Instructional experience

5061
5062 At the time of initial employment, new full-time faculty members will be given
5063 schedule placement credit for full- and or part-time instruction, counseling,
5064 coaching, or librarian experience, whichever applies to the assignment. The
5065 experiences may be at any accredited high school (grades 9-12), college or
5066 university. Instructional experiences of the equivalent of 30 LHE will equal one
5067 year of experience. Previous experience credit will be given as follows:

5068
5069 0-5 years of experience – placement on step 1

5070
5071 6 years of experience – placement on step 2

5072
5073 7 years of experience – placement on step 3

5074
5075 8 or more years of experience – placement on step 4

5076
5077 b. Non-instructional occupational experience

5078
5079 For purposes of calculating initial step placement in Section 30.4.a. above, at the
5080 time of initial employment, full-time faculty members may be awarded placement
5081 credit for non-instructional occupational experience provided that it directly
5082 relates to the District assignment. Credit granted will be at the rate of one year of
5083 credit for two years of related experiences. No placement based upon any
5084 combination of past instructional experience and past non-instructional
5085 occupational experience will be higher than step 4 on the salary schedule. Credit
5086 for non-instructional and instructional experience may be earned simultaneously.

5087
5088 The new full-time faculty member will submit to Human Resources at least one of
5089 the following:

- 5090 (1) A completed Request for Verification of Work Experience Form (obtained
5091 from Human Resources) from each former employer; or
5092
5093 (2) A letter on the employer's letterhead verifying work experiences and dates
5094 of employment; or
5095
5096 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
5097

5098 30.5. Step and Column Movement
5099

5100 a. Step advancement
5101

5102 (1) Full-time faculty members shall move one step on the Full-time Academic
5103 Salary Schedule for each contractual year of service.
5104

5105 (2) Step movements shall occur annually in the Fall.
5106

5107 b. Column Advancement
5108

5109 (1) Column advancement based on experience shall occur annually in the Fall.
5110

5111 (2) For overload pay, full-time faculty members shall move one column on
5112 the Full-Time Classroom Overload and Part-Time Non-Classroom
5113 Tutorial Salary Schedule annually for each contractual year of service.
5114

5115 (3) Part-time faculty members shall move one column on the salary schedule
5116 after having served the equivalent of thirty (30) LHE.
5117

5118 (4) After the date of hire, for the purpose of column advancement, nine (9)
5119 semester units of lower division college level credit from an accredited
5120 institution of higher education will be allowed for coursework that is
5121 pertinent to the principal area of assignment and/or is for retraining or the
5122 up-grading of skills. The coursework must be approved in advance by the
5123 dean and Vice President.
5124

5125 (5) Coursework taken for column advancement outside the faculty member's
5126 primary assignment must be approved by the Vice President prior to
5127 enrolling in the course(s).
5128

5129 (6) A passing grade must be earned in all coursework accepted for salary
5130 classification credit. A pass/fail course must be noted as pass and a
5131 credit/non-credit course must be noted as credit in the transcript.
5132

5133 (7) Column advancement based on coursework or completion of a degree can
5134 occur in Fall and Spring. Official verification of coursework taken and/or
5135 degree conferred must be submitted to Human Resources by August 1st

5136 for column advancement for the Fall semester and January 3rd for column
5137 advancement for the Spring semester.

5138
5139 30.6. Doctoral Stipends

5140
5141 Full-time faculty members who hold an earned doctorate from an accredited institution
5142 shall receive a stipend of 5.6% of the base salary as defined in section 30.2.a.2 as part of
5143 their annual salary.

5144
5145 30.7. State of California Part-time Parity Compensation Funds

5146
5147 Parity compensation funds (“parity pay”) received from the State of California in the
5148 amount of \$572,456 have been added onto the salary schedule and are disbursed through
5149 regular salary payments as determined by the appropriate salary schedule included in
5150 Appendix A. Should the State of California parity compensation funds exceed \$572,456,
5151 the District and Association agree to meet to determine what amount, if any, will be
5152 distributed to part-time faculty. Conversely, should the State of California parity
5153 compensation funds fall below \$572,456 one year, the District will combine any excess
5154 of the \$572,456 received the following year with that amount, and will meet with the
5155 Association to determine if any additional funds are due to be distributed to the part-time
5156 faculty.

5157
5158 30.8. Increase in Compensation

5159
5160 a. For the 2021-2022 academic year, the Full-time Academic Salary Schedule will
5161 reflect an increase of .75% over the schedule of the previous year.

5162
5163 b. For the 2022-2023 academic year, the Full-time Academic Salary Schedule will
5164 reflect an increase of .76% over the schedule of the previous year.

5165
5166 c. For the 2023-2024 academic year, the Full-time Academic Salary Schedule will
5167 reflect an increase of .742% over the salary schedule of the previous year.

5168
5169 30.9 All full-time faculty employed by the District on September 1, 2021 (in paid status), will
5170 receive a one-time, off-schedule payment of \$4,000 in November 2021, less applicable
5171 withholdings and deductions, to be disbursed on a different pay date from the regular
5172 monthly salary. This one-time payment will not be added to the salary schedule and will
5173 not be included in base pay for CalSTRS calculations.

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ARTICLE 31
RETIRED FACULTY BENEFITS

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5185 31.1. Retirement Incentive Programs
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5187 Faculty members may participate in retirement incentive programs established by the
5188 Board of Trustees in compliance with the California Educ. Code.
5189

5190 31.2. Reduced Workload with Full Retirement Credit (Educ. Code, §87483)
5191

5192 The Board of Trustees will permit full-time faculty members to reduce their workload
5193 from full-time to part-time and have their retirement benefits based upon full-time
5194 employment.
5195

5196 The following are the rules and regulations for the implementation of the optional
5197 reduced load program with full retirement credit.
5198

- 5199 1. The option of reduced load may be exercised upon mutual agreement of both
5200 the District and the faculty member. Once the option is exercised, it is not
5201 revocable, and the faculty member may not return to a full-load, full-time
5202 status, unless agreed to by the Board of Trustees.
5203
- 5204 2. To be eligible to start the optional reduced load program, the faculty member
5205 must be fifty-five (55) years of age before the beginning of the academic
5206 semester in which the reduction in workload starts.
5207
- 5208 3. The faculty member must have been employed full-time as an academic
5209 employee of the District for at least ten (10) years prior to the request for
5210 reduced load.
5211
- 5212 4. Except for the reduction in salary, corresponding to the reduced load, the
5213 District will provide the part-time faculty member the same benefits provided a
5214 regular full-time (100%) faculty member.
5215
- 5216 5. The District and the faculty member shall agree to make contributions to the
5217 STRS equal to the amount required of a full-time (100%) faculty member.
5218
- 5219 6. The minimum reduced load shall be the equivalent of one-half (½) of the
5220 number of days of service required by the faculty member's contract of
5221 employment during the final year of service as a full-time (100%) position.
5222
- 5223 7. A faculty member on the optional reduced load program shall work for the
5224 duration of the reduction, as mutually agreed by the faculty member and the
5225 District, at a minimum:
5226
5227 a. 100% of one semester and 0% of the other semester, or

- 5228 b. 50% each semester, or
5229 c. Any assignment that will average 50% or more for two (2) semesters
5230 of the academic year.

5231
5232 An applicant for the optional reduced load program must submit an application for the
5233 optional reduced load program no later than February 1st for the following academic year.
5234

5235 Effective January 1, 2018:

- 5236
5237 • Participation in the Reduced Workload Program is not automatically terminated
5238 if a member performs creditable service on a full-time basis when the
5239 member was supposed to have a reduced workload. Therefore, unless the member
5240 and employer have a mutual agreement to terminate participation in the program,
5241 the school years in which a member performs creditable service on a full-time basis
5242 will still be included in the ten (10)-school year maximum for which the
5243 member is permitted to participate in the program.
5244
5245 • If an employee whose agreement was terminated wishes to participate in the program
5246 again, any subsequent agreement to reduce the member's workload must meet all the
5247 eligibility requirements and a new Reduced Workload Program Eligibility
5248 Certification Application (ES-1161) must be submitted to CalSTRS.
5249

5250 It is the intent of the parties that this program be carried out in compliance with
5251 Government Code §20815, Educ. Code §§22713, 87483, 89516, and any other
5252 applicable law.
5253

5254 31.3. Consultant Contract Program for Retired Academic Employees

- 5255
5256 a. When need exists, the Board of Trustees may award consultancy contracts to
5257 retired faculty members of the District. Following are the rules and regulations for
5258 the implementation of programs of consultant contracts for retired faculty
5259 members.
5260

5261 (1) To be eligible to start the consultant contract program, the faculty member
5262 must be at least fifty-five (55) years of age before the beginning of the
5263 college year (July 1) in which the consultant contract starts.
5264

5265 (2) The faculty member must have been employed full-time (100%) or
5266 equivalent as an academic employee of the District for at least ten (10)
5267 years prior to the request to participate in the consultant contract program.
5268

5269 (3) The faculty member must have officially retired from the District prior to
5270 July 1 of the fiscal year in which the consultant contract begins.
5271

5272 (4) The contract may be written for a period of up to five (5) years or until the
5273 faculty member reaches the age of sixty-five (65), whichever comes first.
5274

- 5275 (5) The contract may be by mutual agreement for a specific annual project or
5276 service for not less than thirty (30) working days per year.
5277
5278 (6) The annual consultant contract compensation shall not exceed the
5279 maximum allowed under the Educ. Code for such services.
5280 (7) Faculty members opting for this program shall continue full-time faculty
5281 benefits, and receive improved benefits awarded all other full-time faculty
5282 members, through the duration of the contract.
5283
5284 (8) An applicant for the consultant contract program must make application
5285 for the program no later than February 1st to be eligible for the following
5286 year.
5287

5288 31.4. Health and Medical Benefits for Retirees
5289

- 5290 a. To be eligible for health and medical benefits after retirement, the faculty member
5291 shall concurrently retire from the District and STRS, and notify the District of
5292 their retirement from STRS by providing proof acceptable to the District of such
5293 retirement. If the retiree returns to active full-time service in a STRS contracting
5294 district they shall notify the District and the applicable insurance plan
5295 administrator of such action, at which time the benefits for both the retiree and
5296 their dependents as described in this provision shall cease.
5297
5298 b. Present medical, vision, and dental benefits for those retirees who were employed
5299 full-time by the District for ten (10) years immediately preceding the date of
5300 retirement and who have reached the age of fifty-five (55), and who meet the
5301 eligibility requirements described in section A above, and for the dependents of
5302 eligible retirees, shall continue until the retiree reaches the age of Medicare
5303 eligibility.
5304
5305 c. Medicare Eligibility and Continuation of Benefits
5306
5307 (1) The District will provide supplemental medical coverage for the retired
5308 faculty member, provided the retiree has purchased Medicare A and B
5309 coverage.
5310
5311 (2) If the retiree has reached the age of Medicare eligibility but does not
5312 qualify for Medicare, benefits for the retiree will continue under the
5313 following circumstances:
5314
5315 (a) The purchase of such coverage is permitted by the health carrier;
5316 and
5317
5318 (b) The retiree pays the full cost of the medical insurance, including
5319 any penalty, fee or other cost imposed by the insurance carrier if
5320 the retiree has not purchased Medicare A and B coverage.

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- (3) If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
 - (a) The purchase of such coverage is permitted by the health carrier;
 - (b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - (c) The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
 - (d) In any given year, the increase will not be greater than 10% over the prior year cost for this coverage.
 - (4) If both the retiree and their dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
 - (a) Such purchase is permitted by the health carrier;
 - (b) The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - (c) The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
 - (5) If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
 - (a) Such purchase is permitted by the health carrier;
 - (b) The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and

- 5366 (c) If the dependent is not eligible for Medicare or otherwise fails to
5367 purchase Medicare A and B coverage, the retiree shall pay any
5368 penalty, fee or other cost imposed by the insurance carrier.
5369
- 5370 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
5371 vision and dental benefits, for both themselves and for dependents, through the
5372 District's providers so long as:
5373
- 5374 (1) Such purchase is permitted by the health carrier;
5375
- 5376 (2) Benefits for retirees are grouped in a separate rate from the active/early
5377 retirees' group; and the retiree pays the full cost of such benefits.
5378
- 5379 e. Other coverage for the faculty member and coverage for the dependents is subject
5380 to applicable state and federal laws providing for such coverage.
5381

5382 31.5. Emeritus Faculty Privileges
5383

5384 a. Eligibility
5385

5386 Any full-time faculty member who retires from the District shall receive emeritus
5387 status. However, if a faculty member retires while on an administrative leave, and
5388 they desire emeritus status, the retiring faculty member must submit a request for
5389 emeritus status to the District Office of Technology and Learning. The Office of
5390 Technology and Learning will submit the matter to a special panel composed of
5391 two members appointed by the Academic Senate and two members appointed by
5392 the college president, and a fifth member to be determined by the appointed panel
5393 members. The special panel will make a recommendation to the Board of
5394 Trustees, which will determine whether to grant emeritus status to the faculty
5395 member. If the Board should elect not to follow the panel's recommendation, a
5396 written explanation of the Board's decision and its reasons will be made to the
5397 members of the panel.
5398

5399 b. Privileges
5400

- 5401 (1) Faculty members granted Emeritus status will be issued official college
5402 identification designating their status, and their names will be retained in
5403 the college catalog.
5404
- 5405 (2) Emeritus faculty will be granted lifetime event, library and faculty parking
5406 privileges, and upon request, lifetime email access.
5407



South Orange County Community College District

ACADEMIC SALARY SCHEDULES 2021-2024

Revision History

Board Approved: 09/27/2021



South Orange County Community College District

**Full-time Academic Salary Schedule - Annual
2021-2022
0.75% Increase
(Effective 8/1/2021)**

| Range | I | II | III | IV | V |
|-------------|--------|---------|---------|---------|---------|
| Step | | | | | |
| 01 | 74,475 | 78,612 | 82,749 | 86,886 | 91,023 |
| 02 | 77,233 | 81,370 | 85,507 | 89,644 | 93,781 |
| 03 | 79,991 | 84,128 | 88,265 | 92,402 | 96,539 |
| 04 | 79,991 | 86,886 | 91,023 | 95,160 | 99,297 |
| 05 | 82,749 | 89,644 | 93,781 | 97,918 | 102,055 |
| 6 | | 92,402 | 96,539 | 100,676 | 104,813 |
| 07 | | 95,160 | 99,297 | 103,434 | 107,571 |
| 08 | | 97,918 | 102,055 | 106,192 | 110,329 |
| 09 | | 97,918 | 104,813 | 108,950 | 113,087 |
| 10 | | 100,676 | 107,571 | 111,708 | 115,845 |
| 11 | | | 110,329 | 114,466 | 118,603 |
| 12 | | | 113,087 | 117,224 | 121,361 |
| 13 | | | 115,845 | 119,982 | 124,119 |
| 14 | | | 115,845 | 122,740 | 126,877 |
| 15 | | | 118,603 | 125,498 | 129,635 |
| 16 | | | | 128,256 | 132,393 |
| 17 | | | | 131,014 | 135,151 |
| 18 | | | | 133,772 | 137,909 |
| 19 | | | | 133,772 | 140,667 |
| 20 | | | | 136,530 | 143,425 |
| 21 | | | | | 146,183 |
| 22 | | | | | 148,941 |
| 23 | | | | | 151,699 |
| 24 | | | | | 151,699 |
| 25 | | | | | 154,457 |

Doctoral Stipend: \$4,171

Board Approved: September 27, 2021



South Orange County Community College District

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2021-22

| 6.174% 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 Equivalent Hourly LHE Rate (for STRS) | 1533 | 1594 | 1655 | 1716 | 1777 | 1838 |
| | 92.35 | 96.02 | 99.70 | 103.37 | 107.05 | 110.72 | 114.40 |
| 1 Includes student consultation time | | | | | | | |
| 5.3% 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 Equivalent Hourly LHE Rate (for STRS) | 1316 | 1369 | 1422 | 1475 | 1528 | 1581 |
| | 79.28 | 82.47 | 85.66 | 88.86 | 92.05 | 95.24 | 98.43 |
| | Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d) | | | | | | 49.215 |
| 2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE | | | | | | | |
| 4.86% 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 Equivalent Hourly LHE Rate (for STRS) | 2414 | 2511 | 2608 | 2705 | 2802 | 2899 |
| | 72.71 | 75.63 | 78.55 | 81.48 | 84.40 | 87.32 | 90.24 |

Board Approved: September 27, 2021



South Orange County Community College District

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

2021-22

| Range | I | II | III | IV | V |
|-------|--------|--------|--------|--------|--------|
| Step | | | | | |
| 1 | 418.40 | 441.64 | 464.88 | 488.12 | 511.37 |
| 2 | 433.89 | 457.13 | 480.38 | 503.62 | 526.86 |
| 3 | 449.39 | 472.63 | 495.87 | 519.11 | 542.35 |
| 4 | 449.39 | 488.12 | 511.37 | 534.61 | 557.85 |
| 5 | 464.88 | 503.62 | 526.86 | 550.10 | 573.34 |
| 6 | | 519.11 | 542.35 | 565.60 | 588.84 |
| 7 | | 534.61 | 557.85 | 581.09 | 604.33 |
| 8 | | 550.10 | 573.34 | 596.58 | 619.83 |
| 9 | | 550.10 | 588.84 | 612.08 | 635.32 |
| 10 | | 565.60 | 604.33 | 627.57 | 650.81 |
| 11 | | | 619.83 | 643.07 | 666.31 |
| 12 | | | 635.32 | 658.56 | 681.80 |
| 13 | | | 650.81 | 674.06 | 697.30 |
| 14 | | | 650.81 | 689.55 | 712.79 |
| 15 | | | 666.31 | 705.04 | 728.29 |
| 16 | | | | 720.54 | 743.78 |
| 17 | | | | 736.03 | 759.28 |
| 18 | | | | 751.53 | 774.77 |
| 19 | | | | 751.53 | 790.26 |
| 20 | | | | 767.02 | 805.76 |
| 21 | | | | | 821.25 |
| 22 | | | | | 836.75 |
| 23 | | | | | 852.24 |
| 24 | | | | | 852.24 |
| 25 | | | | | 867.74 |

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

| Column | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|
| Classroom | 258.37 | 268.65 | 278.93 | 289.21 | 299.49 | 309.78 | 320.06 |
| Non- Classroom | 203.43 | 211.60 | 219.78 | 227.95 | 236.12 | 244.30 | 252.47 |



South Orange County Community College District

**Full-time Academic Salary Schedule - Annual
2022-2023
0.76% Increase
(Effective 8/1/2022)**

| Range | I | II | III | IV | V |
|-------------|--------|---------|---------|---------|---------|
| Step | | | | | |
| 01 | 75,041 | 79,210 | 83,379 | 87,548 | 91,717 |
| 02 | 77,820 | 81,989 | 86,158 | 90,327 | 94,496 |
| 03 | 80,599 | 84,768 | 88,937 | 93,106 | 97,275 |
| 04 | 80,599 | 87,547 | 91,716 | 95,885 | 100,054 |
| 05 | 83,378 | 90,326 | 94,495 | 98,664 | 102,833 |
| 06 | | 93,105 | 97,274 | 101,443 | 105,612 |
| 07 | | 95,884 | 100,053 | 104,222 | 108,391 |
| 08 | | 98,663 | 102,832 | 107,001 | 111,170 |
| 09 | | 98,663 | 105,611 | 109,780 | 113,949 |
| 10 | | 101,442 | 108,390 | 112,559 | 116,728 |
| 11 | | | 111,169 | 115,338 | 119,507 |
| 12 | | | 113,948 | 118,117 | 122,286 |
| 13 | | | 116,727 | 120,896 | 125,065 |
| 14 | | | 116,727 | 123,675 | 127,844 |
| 15 | | | 119,506 | 126,454 | 130,623 |
| 16 | | | | 129,233 | 133,402 |
| 17 | | | | 132,012 | 136,181 |
| 18 | | | | 134,791 | 138,960 |
| 19 | | | | 134,791 | 141,739 |
| 20 | | | | 137,570 | 144,518 |
| 21 | | | | | 147,297 |
| 22 | | | | | 150,076 |
| 23 | | | | | 152,855 |
| 24 | | | | | 152,855 |
| 25 | | | | | 155,634 |

Doctoral Stipend: \$4,202

Board Approved: September 27, 2021



South Orange County Community College District

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2022-23

| 6.52% 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 | 1632 | 1697 | 1762 | 1827 | 1892 | 1957 |
| Equivalent Hourly LHE Rate (for STRS) | 98.31 | 102.23 | 106.14 | 110.06 | 113.98 | 117.89 | 121.81 |
| 1 Includes student consultation time | | | | | | | |
| 5.596% 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 | 1400 | 1456 | 1512 | 1568 | 1624 | 1680 |
| Equivalent Hourly LHE Rate (for STRS) | 84.34 | 87.71 | 91.08 | 94.46 | 97.83 | 101.20 | 104.58 |
| Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d) | | | | | | | 52.29 |
| 2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE | | | | | | | |
| 4.86% 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 | 2433 | 2530 | 2627 | 2724 | 2821 | 2918 |
| Equivalent Hourly LHE Rate (for STRS) | 73.28 | 76.20 | 79.13 | 82.05 | 84.97 | 87.89 | 90.81 |

Board Approved: September 27, 2021



South Orange County Community College District

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

2022-2023

| Range | I | II | III | IV | V |
|-------------|--------|--------|--------|--------|--------|
| Step | | | | | |
| 01 | 421.58 | 445.00 | 468.42 | 491.84 | 515.26 |
| 02 | 437.19 | 460.61 | 484.03 | 507.46 | 530.88 |
| 03 | 452.80 | 476.22 | 499.65 | 523.07 | 546.49 |
| 04 | 452.80 | 491.84 | 515.26 | 538.68 | 562.10 |
| 05 | 468.42 | 507.45 | 530.87 | 554.29 | 577.71 |
| 06 | | 523.06 | 546.48 | 569.90 | 593.33 |
| 07 | | 538.67 | 562.10 | 585.52 | 608.94 |
| 08 | | 554.29 | 577.71 | 601.13 | 624.55 |
| 09 | | 554.29 | 593.32 | 616.74 | 640.16 |
| 10 | | 569.90 | 608.93 | 632.35 | 655.78 |
| 11 | | | 624.54 | 647.97 | 671.39 |
| 12 | | | 640.16 | 663.58 | 687.00 |
| 13 | | | 655.77 | 679.19 | 702.61 |
| 14 | | | 655.77 | 694.80 | 718.22 |
| 15 | | | 671.38 | 710.42 | 733.84 |
| 16 | | | | 726.03 | 749.45 |
| 17 | | | | 741.64 | 765.06 |
| 18 | | | | 757.25 | 780.67 |
| 19 | | | | 757.25 | 796.29 |
| 20 | | | | 772.87 | 811.90 |
| 21 | | | | | 827.51 |
| 22 | | | | | 843.12 |
| 23 | | | | | 858.74 |
| 24 | | | | | 858.74 |
| 25 | | | | | 874.35 |

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

| Column | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|----------------------|--------|--------|--------|--------|--------|--------|--------|
| Classroom | 275.06 | 286.01 | 296.97 | 307.92 | 318.88 | 329.83 | 340.79 |
| Non-Classroom | 205.03 | 213.20 | 221.38 | 229.55 | 237.72 | 245.90 | 254.07 |



South Orange County Community College District

**Academic Salary Schedule - Annual
2023-2024
0.742% Increase
(Effective 8/1/2023)**

| Range | I | II | III | IV | V |
|-------------|--------|---------|---------|---------|---------|
| Step | | | | | |
| 01 | 75,598 | 79,798 | 83,998 | 88,198 | 92,398 |
| 02 | 78,398 | 82,598 | 86,798 | 90,998 | 95,198 |
| 03 | 81,198 | 85,398 | 89,598 | 93,798 | 97,998 |
| 04 | 81,198 | 88,198 | 92,398 | 96,598 | 100,798 |
| 05 | 83,998 | 90,998 | 95,198 | 99,398 | 103,598 |
| 06 | | 93,798 | 97,998 | 102,198 | 106,398 |
| 07 | | 96,598 | 100,798 | 104,998 | 109,198 |
| 08 | | 99,398 | 103,598 | 107,798 | 111,998 |
| 09 | | 99,398 | 106,398 | 110,598 | 114,798 |
| 10 | | 102,198 | 109,198 | 113,398 | 117,598 |
| 11 | | | 111,998 | 116,198 | 120,398 |
| 12 | | | 114,798 | 118,998 | 123,198 |
| 13 | | | 117,598 | 121,798 | 125,998 |
| 14 | | | 117,598 | 124,598 | 128,798 |
| 15 | | | 120,398 | 127,398 | 131,598 |
| 16 | | | | 130,198 | 134,398 |
| 17 | | | | 132,998 | 137,198 |
| 18 | | | | 135,798 | 139,998 |
| 19 | | | | 135,798 | 142,798 |
| 20 | | | | 138,598 | 145,598 |
| 21 | | | | | 148,398 |
| 22 | | | | | 151,198 |
| 23 | | | | | 153,998 |
| 24 | | | | | 153,998 |
| 25 | | | | | 156,798 |

Doctoral Stipend: \$4,233

Board Approved: September 27, 2021



South Orange County Community College District

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2023-2024

| 7.05% 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 | 1777 | 1848 | 1919 | 1990 | 2061 | 2132 | 2203 |
| | Equivalent Hourly LHE Rate (for STRS) | 107.05 | 111.33 | 115.60 | 119.88 | 124.16 | 128.43 | 132.71 |
| 1 Includes student consultation time | | | | | | | | |
| 6.051% 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 | 1526 | 1587 | 1648 | 1709 | 1770 | 1831 | 1892 |
| | Equivalent Hourly LHE Rate (for STRS) | 91.93 | 95.60 | 99.28 | 102.95 | 106.63 | 110.30 | 113.98 |
| Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d) | | | | | | | 56.99 | |
| 2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE | | | | | | | | |
| 4.86% 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 | 2451 | 2549 | 2647 | 2745 | 2843 | 2941 | 3039 |
| | Equivalent Hourly LHE Rate (for STRS) | 73.83 | 76.78 | 79.73 | 82.68 | 85.63 | 88.58 | 91.54 |

Board Approved: September 27, 2021



South Orange County Community College District

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

2023-2024

| Range | I | II | III | IV | V |
|-------------|--------|--------|--------|--------|--------|
| Step | | | | | |
| 01 | 424.71 | 448.30 | 471.90 | 495.49 | 519.09 |
| 02 | 440.44 | 464.03 | 487.63 | 511.22 | 534.82 |
| 03 | 456.17 | 479.76 | 503.36 | 526.96 | 550.55 |
| 04 | 456.17 | 495.49 | 519.09 | 542.69 | 566.28 |
| 05 | 471.90 | 511.22 | 534.82 | 558.42 | 582.01 |
| 06 | | 526.96 | 550.55 | 574.15 | 597.74 |
| 07 | | 542.69 | 566.28 | 589.88 | 613.47 |
| 08 | | 558.42 | 582.01 | 605.61 | 629.20 |
| 09 | | 558.42 | 597.74 | 621.34 | 644.93 |
| 10 | | 574.15 | 613.47 | 637.07 | 660.66 |
| 11 | | | 629.20 | 652.80 | 676.39 |
| 12 | | | 644.93 | 668.53 | 692.12 |
| 13 | | | 660.66 | 684.26 | 707.85 |
| 14 | | | 660.66 | 699.99 | 723.58 |
| 15 | | | 676.39 | 715.72 | 739.31 |
| 16 | | | | 731.45 | 755.04 |
| 17 | | | | 747.18 | 770.78 |
| 18 | | | | 762.91 | 786.51 |
| 19 | | | | 762.91 | 802.24 |
| 20 | | | | 778.64 | 817.97 |
| 21 | | | | | 833.70 |
| 22 | | | | | 849.43 |
| 23 | | | | | 865.16 |
| 24 | | | | | 865.16 |
| 25 | | | | | 880.89 |

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

| Column | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|----------------------|--------|--------|--------|--------|--------|--------|--------|
| Classroom | 299.49 | 311.46 | 323.43 | 335.39 | 347.36 | 359.33 | 371.29 |
| Non-Classroom | 206.54 | 214.80 | 223.06 | 231.32 | 239.58 | 247.84 | 256.10 |



South Orange County Community College District

Column Placement Criteria:

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

Board Approved: September 27, 2021

Performance Evaluation Review Faculty

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

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

Instructions:

- Using the scale provided, rate the performance of the faculty member over the evaluation period on each item.
- The evaluator shall not base his/her evaluation of a faculty member on any information that was not collected through the evaluation procedures. Hearsay statements shall be excluded from written evaluations (Academic Employees Master Agreement, Article XVII, Item 2.a.v).
- 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. For part-time faculty, a performance improvement plan is only required for an overall rating of 2.**
- 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 to differentiate specific criteria where the individual has demonstrated exceptional ability that is especially noteworthy or markedly apparent. |
| 4 – Exceeds Standards | This rating implies that the individual's performance meets and 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 | | Exemplary | Exceeds Standards | Meets Standards | Part. Meets Standards | Unsatisfact. | N/A |
|---|--|-----------|-------------------|-----------------|-----------------------|--------------|-----|
| | | 5 | 4 | 3 | 2 | 1 | |
| PROFESSIONAL GROWTH AND DEVELOPMENT <ul style="list-style-type: none"> <i>Fulfills Professional Development obligation as described in the Master Agreement and reports its completion.</i> | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| EFFECTIVENESS | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|--|---|---|---|---|-----|
| | | <ul style="list-style-type: none"> <i>Demonstrates current knowledge of discipline and necessary skills.</i> <i>Consults with department chair and/or dean on matters pertaining to departmental issues and concerns.</i> <i>Expresses ideas clearly and accurately, both verbally and in writing.</i> <i>Demonstrates use of current technology to improve quality of work.</i> | | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| ADHERENCE TO DISTRICT POLICIES/MASTER AGREEMENT Full- and part-time faculty | | 5 | 4 | 3 | 2 | 1 | N/A |
|---|--|---|---|---|---|---|-----|
| | | <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. Meets workload obligations. | ○ | ○ | ○ | ○ | ○ |
| Full-time faculty only | | | | | | | |
| <ul style="list-style-type: none"> Participates in curriculum development and program review. Maintains regular office hours as required, and provides a copy of that schedule to the division/school dean each semester. | | | | | | | |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| STUDENT RELATIONS AND SERVICE | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|---|---|---|---|---|-----|-----|
| | | <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 necessary, refers the student for additional assistance from other college services. Responds to student communications when appropriate. Demonstrates awareness of and sensitivity to cultural, ethnic, gender, and other individual differences in interactions with students. | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |
| | 5 | 4 | 3 | 2 | 1 | N/A | |

| | | | | | | | |
|--|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <p>FACULTY, STAFF, AND ADMINISTRATION/MANAGEMENT RELATIONS</p> <ul style="list-style-type: none"> • <i>Develops positive professional relationships.</i> • <i>Responds to communications when appropriate.</i> • <i>Demonstrates teamwork and willingness to support program/college/district initiatives.</i> | | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| <p>Evaluator Comments / Improvement Plan</p> | | | | | | | |
| <p>Faculty Comments</p> | | | | | | | |

| | | | | | | | |
|--|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <p>COMMITTEE/COLLEGE SERVICE CONTRIBUTION</p> <p><i>Completes committee contribution through participation in one or more of the following:</i></p> <ul style="list-style-type: none"> • <i>Committee work on the department, division/school, college, and/or district level.</i> • <i>Non-classroom college, district, or community activities.</i> • <i>Meetings convened by division/school dean, vice president, president, and/or district administrators.</i> • <i>Department/division/school functions (e.g., advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events).</i> • <i>Student activities (e.g., club advisement and supervisor of student events).</i> | | 5 | 4 | 3 | 2 | 1 | N/A |
| | | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| <p>Evaluator Comments / Improvement Plan</p> | | | | | | | |
| <p>Faculty Comments</p> | | | | | | | |

| CLASSROOM FACULTY MEMBERS | | Exemplary | Exceeds Standards | Meets Standards | Part. Meets Standards | Unsatisfact. | N/A |
|---|--|-----------|-------------------|-----------------|-----------------------|--------------|-----|
| | | 5 | 4 | 3 | 2 | 1 | |
| <p>CLASS PREPARATION AND IMPLEMENTATION</p> <ul style="list-style-type: none"> • <i>Fulfills requirements of the Course Outline of Record.</i> • <i>Selects textbooks, supplementary materials, and/or supplies for assigned courses.</i> • <i>Chooses appropriate course materials and assessment techniques for course objectives.</i> • <i>Develops and maintains course syllabi for assigned courses consistent with the Course Outline of Record.</i> • <i>Informs students of learning outcomes (SLOs), class procedures, and grading policies at the beginning of the semester.</i> • <i>Makes available a course syllabus to all students and the division/school dean within the first week of class, including distance education classes, that covers the class requirements, SLOs, grading criteria, and attendance requirements.</i> • <i>Uses classroom time efficiently.</i> • <i>Reports final grades to Admissions, Records, and Enrollment Services by the announced deadline.</i> | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| DISCIPLINE KNOWLEDGE | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|---|---|---|---|---|-----|
| | | <ul style="list-style-type: none"> • <i>Demonstrates knowledge of the subject matter through a command of information, an ability to interpret that information, and an ability to answer questions about the course syllabus.</i> • <i>Guides student learning consistent with student needs and the course outline of record.</i> | | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| INSTRUCTIONAL DELIVERY <ul style="list-style-type: none"> • <i>Maintains an effective instructional environment in the classroom or its equivalent.</i> • <i>Makes use of technology and learning materials that are current, supports the lesson, and enables students to engage with the material.</i> • <i>Keeps the class discussion or lab focused.</i> • <i>Guides student learning consistent with student needs and the course syllabus.</i> • <i>Encourages students to ask questions and participate in class discussions.</i> • <i>Speaks clearly and at an appropriate pace.</i> • <i>Utilizes appropriate instructional modes of delivery (e.g. lecture, discussion, small group, whiteboard, technology, etc.).</i> • <i>Effectively responds to students' questions/concerns.</i> • <i>Demonstrates consideration of differing perspectives.</i> • <i>Encourages student learning, critical thinking, and academic initiative.</i> | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|---|---|---|---|---|-----|
| | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| STUDENT CONTACT AND SERVICE <ul style="list-style-type: none"> • <i>Establishes and maintains a framework for regular and sustained contact with/among students if teaching distance education courses.</i> • <i>Keeps students informed of their class progress.</i> • <i>Responds to and evaluates student work in a reasonable amount of time.</i> • <i>Effectively responds to students' questions/concerns.</i> | | 5 | 4 | 3 | 2 | 1 | N/A |
|---|--|---|---|---|---|---|-----|
| | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| COUNSELORS/LEARNING DISABILITY SPECIALISTS | | Exemplary | Exceeds Standards | Meets Standards | Part. Meets Standards | Unsatisfact. | N/A |
|--|--|-----------|-------------------|-----------------|-----------------------|--------------|-----|
| | | 5 | 4 | 3 | 2 | 1 | |
| <p>PREPARATION AND IMPLEMENTATION</p> <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. | | ○ | ○ | ○ | ○ | ○ | ○ |
| <p>Evaluator Comments / Improvement Plan</p> | | | | | | | |
| <p>Faculty Comments</p> | | | | | | | |

| DISCIPLINE KNOWLEDGE | | 5 | 4 | 3 | 2 | 1 | N/A |
|---|--|---|---|---|---|---|-----|
| | | <ul style="list-style-type: none"> Demonstrates knowledge of college departments, articulation agreements with four-year 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. | | ○ | ○ | ○ | ○ |
| <p>Evaluator Comments / Improvement Plan</p> | | | | | | | |
| <p>Faculty Comments</p> | | | | | | | |

| COUNSELING DELIVERY | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|---|---|---|---|---|-----|
| | | <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. | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| STUDENT REFERRAL AND FOLLOW-UP | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|--|---|---|---|---|-----|
| | | <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. | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| LIBRARIANS | | Exemplary | Exceeds Standards | Meets Standards | Part. Meets Standards | Unsatisfact. | N/A |
|--|--|-----------|-------------------|-----------------|-----------------------|--------------|-----|
| | | 5 | 4 | 3 | 2 | 1 | |
| <p>GENERAL DUTIES AND RESPONSIBILITIES</p> <ul style="list-style-type: none"> • <i>Implements library rules and regulations.</i> • <i>Assists in the preparation of reports on library activities and resources.</i> • <i>Coordinates with dean regarding directing and overseeing the day-to-day duties of library assistants, technicians, and student aides.</i> • <i>Communicates clearly and effectively with colleagues, faculty, students, and other library users.</i> • <i>Demonstrates knowledge and competencies in emerging informational technology.</i> • <i>Completes assignments and projects in a timely manner.</i> • <i>Demonstrates knowledge of the library's collection.</i> | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| INQUIRIES AND REFERENCE SERVICES | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|---|---|---|---|---|-----|
| | | <ul style="list-style-type: none"> • <i>Provides reference service to colleagues, students, faculty, and other library users.</i> • <i>Works with students in analyzing and understanding assignments and projects.</i> • <i>Advises and assists students in devising and executing a search strategy.</i> • <i>Recommends appropriate library resources.</i> • <i>Provides instruction in the use of reference materials.</i> • <i>Interacts in a courteous and approachable manner with library users.</i> • <i>Maintains currency in reference materials.</i> | | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| LEARNING MATERIAL ACQUISITION AND MAINTENANCE | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|---|---|---|---|---|-----|
| | | <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. | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| INSTRUCTIONAL SUPPORT | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|--|---|---|---|---|-----|
| | | <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. | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| COACHES | | Exemplary | Exceeds Standards | Meets Standards | Part. Meets Standards | Unsatisfact. | N/A |
|--|--|-----------|-------------------|-----------------|-----------------------|--------------|-----|
| | | 5 | 4 | 3 | 2 | 1 | |
| <p>ATHLETIC SCHEDULE, EVENTS, AND ACTIVITIES</p> <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. | | ○ | ○ | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| ATHLETIC ELIGIBILITY AND RECRUITMENT | | 5 | 4 | 3 | 2 | 1 | N/A |
|--|--|--|---|---|---|---|-----|
| | | <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 recruiting plan. | | ○ | ○ | ○ | ○ |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

| STUDENT ATHLETE SUPPORT AND ACADEMIC SUCCESS <ul style="list-style-type: none"> • <i>Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success of student athletes.</i> • <i>Maintains contact with student athletes during the off-season and summer months.</i> | | 5 | 4 | 3 | 2 | 1 | N/A |
|---|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Evaluator Comments / Improvement Plan | | | | | | | |
| Faculty Comments | | | | | | | |

SUMMARY OF WORKSPACE EVALUATION

COMMENDATIONS

RECOMMENDATIONS AND PLANS FOR PERFORMANCE IMPROVEMENT

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 |
|-------------------------------------|---|---|---|--|

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 | |
| <p>This evaluation was initiated by the evaluator above, but is now being transferred over to the dean in accordance to Section 17.3.a.4.D.v because of the specific concerns listed below:</p> | |
| Evaluator Signature | |
| Date | |



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

Statement of Grievance – Academic

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

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

Statement of Alleged Violation (Provide Complete Facts):

Relief Requested to Resolve this Grievance:

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD-FA

Date

Level One: Immediate Supervisor

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

Signature

Level Two: College President of Designee

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

Signature

Level Three: Chancellor or Designee

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

Signature

Level Four: Mediation

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

Signature

Level Five: Request for Arbitration

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

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

Signature
SOCCCD Faculty Association Representative



Office of Human Resources

South Orange County Community College District

WORKLOAD BANKING REQUEST FORM (CONFIDENTIAL)

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 010

Eligibility Requirements to Request Workload Banking Leave:

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

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

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

Requested year for Leave of Absence (Required)

- 2022
 2023
 2024
 2025

Requested Semester for Leave of Absence (Required)

- Fall
 Spring

Enter the number of LHE Requested for Leave of Absence

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

- Yes, I certify
 I decline to certify

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 3rd of September, 2021.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Signature On File

Marcia Milchiker
President, Board of Trustees

Signature On File

Kathleen F. Burke
Chancellor

Signature On File

Cindy Vyskocil
Vice Chancellor, Human Resources

Signature On File

Marina Aminy
Dean, Online Education & Learning Resources

Signature On File

Karen Dubert
Director, Employee Relations & Title IX
Compliance

Signature On File

Christina Hinkle
Dean, Social & Behavioral Sciences

Signature On File

Kim McCord
Executive Director, Fiscal Service/Comptroller

Signature On File

Christopher McDonald
Vice President, Instruction

Signature On File

Joseph Poshek
Dean, Arts, Library & Online Education

Signature On File

Tram Vo-Kumamoto
Vice President, Instruction

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION

Signature On File

Lewis Long
President, SOCCCD-FA

Signature On File

Claire Cesareo
Chief Negotiator

Signature On File

Susan Bliss
Negotiating Team Member

Signature On File

Melanie Haeri
Negotiating Team Member

Signature On File

Jenny Langrell
Negotiating Team Member

Signature On File

Kurt Meyer
Negotiating Team Member

Signature On File

Parisa Soltani
Negotiating Team Member

Signature On File

Kim Widdes

Executive Director, Human Resources