

South Orange County Community College District



ACADEMIC EMPLOYEE
MASTER AGREEMENT
2021 - 2024

Table of Contents

Contract Provisions	Article 1 - Agreement 1
	Article 2 - Effect Of Agreement 2
	Article 3 - Severability..... 3
	Article 4 - Definitions 4
	Article 5 - Recognition 11
	Article 6 - Association Rights..... 12
	Article 7 - Management Rights..... 16
	Article 8 - Negotiation Procedures 17
	Article 9 - Unit Stability 18
	Article 10 - Organizational Security 19
	Article 11 - Professional Dues And Payroll Deductions..... 20
	Article 12 - Board Policies..... 22
	Article 13 - (New) Course Content..... 23
Working Conditions	Article 14 - Assignment, Contract Year, Hours Of Service, And Professional Duties..... 27
	Article 15 - Workload 31
	Article 16 - Part-Time Faculty 52
	Article 17 - Evaluations 54
	Article 18 - Personnel Files..... 69
	Article 19 - Transfers..... 71
	Article 20 - Travel..... 72
	Article 21 – Health and Safety..... 73
	Article 22 - Lay-Off Procedures 75
	Article 23 - Discipline Procedures..... 76
	Article 24 - Federal And State Statutes Regarding Harassment And Discrimination 77
	Article 25 - Grievance Procedures 78
	Article 26 - Bonded Sabbatical And Professional Development 84
Benefits	Article 27 - Benefits..... 92
	Article 28 - Workload Banking Program..... 96
	Article 29 - Leaves..... 100
	Article 30 - Wages 108
	Article 31 - Retired Faculty Benefits 115
	Appendix A: Academic Salary Schedules.....120
	Appendix B: Academic Evaluation Tool.....131
Appendix C: Transfer of Evaluation.....144	
Appendix D: District Grievance Form.....145	

Appendix E: Workload Banking Form.....148
Appendix F: Workload Banking Request Form.....149

1
2
3 **ARTICLE 1**
4 **AGREEMENT**
5

- 6 1.1. The Articles and Provisions contained herein constitute a bilateral and binding agreement
7 (“Agreement”) by and between the South Orange County Community College District
8 (“District”) and the South Orange County Community College District Faculty
9 Association (“Association”), an affiliate of California Teacher Association (CTA) and the
10 National Education Association (NEA), employee organizations.
11
- 12 1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act
13 (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code].
14
- 15 1.3. This Agreement shall remain in full force and effect from July 1, 2021 until June 30,
16 2024.
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

ARTICLE 2
EFFECT OF AGREEMENT

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

**ARTICLE 3
SEVERABILITY**

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138

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**

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

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

ACADEMIC/CONTRACT YEAR

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

ACADEMIC CALENDAR

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

ADMINISTRATION

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

AGREEMENT (MASTER)

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

ASSOCIATION

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

BASE SALARY

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

BOARD POLICY

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

CAREER EDUCATION (or “Career Ed”)

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

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

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

233 EDUCATION CODE (EDUC. CODE)

234 The California Education Code.
235

236 EERA

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

240 EXTRA DUTY DAYS

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

245 FACULTY

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

250 FACULTY MEMBER

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

254 FACULTY OBLIGATION NUMBER (FON)

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

260 FULL-TIME

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

263 FULL-TIME FACULTY EQUIVALENT DAY

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

266 GRIEVANCE

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

270 GRIEVANT

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

274 IMMEDIATE FAMILY

275 Immediate family includes the following:

276

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

281

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

285

286 (3) A spouse;

287

288 (4) A registered domestic partner;

289

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

291

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

294

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

297

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

300

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

302

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

304

305 IMMEDIATE SUPERVISOR

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

307

308 INSTRUCTOR

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

311

312 LABORATORY (INSTRUCTIONAL ACTIVITY)

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

321 LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)
322 Instructional activities such as learning assistance or learning centers, in which the
323 assignment is fulfilled entirely by student contact activities, with no preparatory
324 activities. Instruction is normally delivered on an individual basis.
325

326 LATERAL TRANSFER
327 Any administrative or Board action which results in the movement of a faculty member
328 from one immediate supervisor or site to another as set forth in Article 19. A transfer may
329 be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).
330

331 LECTURE (INSTRUCTIONAL ACTIVITY)
332 Instructional activity in which the workload is divided between student contact activities
333 and preparatory activities, including but not limited to lecture preparation, course
334 material development, responding to student work and grading.
335

336 LECTURE HOUR EQUIVALENT (LHE)
337 A unit of measure used to establish the load and rate of pay for a faculty assignment.
338

339 LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS
340 (INSTRUCTIONAL ACTIVITY)
341 Instructional activities in which the assignment is fulfilled primarily by student contact
342 activities within an assigned period.
343

344 LOAD
345 The contractual instructional assignment of a faculty member made up of Lecture,
346 Laboratory, Practicum, Learning Center/Tutorial, Library, Counseling Services or
347 Learning Disability Specialist instructional activities.
348

349 MUTUAL AGREEMENT
350 Agreement between the appropriate District administrator and unit member. If mutual
351 agreement is not reached, the appropriate vice president and the president of the
352 Association or designee shall meet with the faculty member and the appropriate
353 administrator to reach mutual agreement.
354

355 ONLINE EDUCATION
356 Instruction in which the instructor and student are separated by a distance so that they
357 interact primarily through the assistance of communication technology.
358

359 PART-TIME
360 A faculty member employed by the District who works less than a full-time workload and
361 is not a tenured faculty member, a probationary full-time faculty member, or a temporary
362 full-time faculty member as described in the Education Code (e.g. Educ. Code §§87478,
363 87480, 87481, 87482).
364

365 PERB

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

370 PRACTICUM (INSTRUCTIONAL ACTIVITY)

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

375 PRESIDENT

376 College president for each campus in the District.
377

378 PROBATIONARY FACULTY

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

383 PROFESSIONAL DEVELOPMENT OBLIGATIONS

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

388 REASSIGNED TIME

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

391 SALARY SCHEDULE

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

394 SOCCCD

395 South Orange County Community College District.
396

397 STRS

398 California State Teachers Retirement System
399

400 TENURE REVIEW COMMITTEE (TRC)

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

404 TENURED FACULTY

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

409 VICE CHANCELLOR

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

413
414 VICE PRESIDENT

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

417
418 WORKLOAD

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

421
422 WORKSITE

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

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

**ARTICLE 5
RECOGNITION**

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

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

**ARTICLE 6
ASSOCIATION RIGHTS**

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

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

548 xx. Hire date.

549

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

553

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

557

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

567

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

571

572 (California Government Code §3558)

573

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

578

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

585

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

589

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

592

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

596
597 d. Additional LHE will be added for summer use only:
598
599 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary
600 Schedule for the president;
601
602 (2) One (1) LHE as described in the Part-time Classroom Academic Salary
603 Schedule, or during periods when the parties are in formal negotiations to
604 establish a new collective bargaining agreement, three (3) LHE, for the
605 chief negotiator.
606

607 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve
608 as an elected officer of the Association, or of any statewide or national public employee
609 organization with which the Association is affiliated, or to be used for local, state, or
610 national conferences, or for conducting other business pertinent to the Association's
611 affairs.
612

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

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

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

626 (Educ. Code §87768.5)
627

628 6.9. New Employee Orientation
629

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

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

638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683

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

684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729

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

730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775

- 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**

776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821

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

822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867

- 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

868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913

- 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

914 administrative agency costs that may arise out of or by reason of any monies deducted
915 and remitted to the Association pursuant to this section or for any action taken by the
916 District for the purpose of complying with this Article.
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959

ARTICLE 12
BOARD POLICIES

960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005

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.

1006 **ARTICLE 13 (NEW)**

1007 **COURSE CONTENT, COPYRIGHT MATERIALS, AND INTELLECTUAL PROPERTY**
1008 **RIGHTS**

1009
1010 13.1. The District and the Association have a mutual interest in establishing an environment
1011 that fosters the creation of intellectual property by faculty members, and have agreed to
1012 the following provisions to establish, clarify and protect ownership rights to that
1013 intellectual property.

1014
1015
1016
1017 13.2. Definitions

1018
1019 a. “Intellectual property” shall mean any instructional materials, any work, and any
1020 invention.

1021
1022 b. “Instructional materials” are those original materials a faculty member creates to
1023 perform their assignment including but not limited to syllabi, lectures, student
1024 exercises, tests, classroom activities, illustrations, recordings, and presentations.
1025 Instructional materials may be created by a faculty member for delivery through
1026 any instructional medium.

1027
1028 c. A “work” is any original material, including but not limited to instructional
1029 materials, mathematical or scientific notations, works of art or design, dramatic or
1030 musical compositions, choreography, prose or poetry, and computer software, that
1031 is eligible for copyright protection. A work may be published in any enduring
1032 media, such as print or analog or digital recording media, or may exist in any
1033 tangible form, such as sculpture or a structure.

1034
1035 d. An “invention” is any original idea or discovery that is eligible for patent
1036 protection, including (but not limited to) a device, process, design, model, or
1037 strain or variety of an organism.

1038
1039 e. A “work or invention for hire” is one for which the faculty member has entered
1040 into a specific agreement to receive compensation from the District to create
1041 and/or contribute to the development of an intellectual property for which the
1042 faculty member relinquishes all ownership and royalty rights to the District.

1043
1044 f. “Extraordinary support” means financial support over and above the cost of the
1045 faculty member's normal compensation; office space, supplies, and equipment
1046 including computer equipment; telephone use; copy services; and the cost of
1047 acquiring and maintaining facilities and equipment (e.g., laboratories and
1048 laboratory equipment, musical equipment, recording studios) necessary for the
1049 faculty member's normal instructional activities. Extraordinary support includes
1050 extra compensation or reassigned time for the specific purpose of creating
1051 intellectual property, and the extra cost of providing clerical, technical, legal,

creative services, or facilities and equipment specifically for the creation of works or inventions. Salary paid to a faculty member during an approved sabbatical will not be considered extraordinary support.

13.3. Copyright and Intellectual Property Ownership

a. Faculty Ownership

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

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

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

b. District ownership

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

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

1098 (3) The college will have the right of “non-exclusive license” to course
1099 content for a period of one year after course completion only for the
1100 purpose of allowing students to complete a course for which the content
1101 was created and when the faculty member is no longer available to
1102 complete the course.
1103

1104 c. District and a Faculty Member Ownership
1105

1106 (1) In the absence of a specific separate agreement between a faculty member
1107 and the District as described in Section 15.10.c.(3).(b) below, in the event
1108 that the District has provided extraordinary support for the development of
1109 intellectual property (including for intellectual property created under a
1110 grant), and the publication, distribution, performance, sale or other use of
1111 that intellectual property as authorized by the faculty member and/or the
1112 District results in income, the faculty member(s) will retain the right to
1113 exclusive ownership of the intellectual property, but the District will have
1114 the right to recover reimbursement for costs not to exceed the amount of
1115 the extraordinary support provided for that project.
1116

1117 (2) One or more faculty members may enter into a separate agreement with
1118 the District for the creation of intellectual property, including intellectual
1119 property developed under a grant, requiring the use of extraordinary
1120 support from the District. Such agreements will be in writing, and will
1121 determine the respective ownership interest of the faculty member(s) and
1122 the District in that intellectual property.
1123

1124 (3) If the creation of intellectual property requires rights (e.g., re-publication
1125 rights) to be acquired from third parties, such rights shall be acquired and
1126 paid for by the party who is to hold the ownership rights for that
1127 intellectual property. In a circumstance in which ownership rights for
1128 intellectual property are shared between the District and a faculty member
1129 or members, the cost of acquired rights will be shared proportionally to the
1130 amount of shared ownership.
1131

1132 d. Faculty-District Affiliation
1133

1134 (1) Faculty members who engage in publication or public presentation using
1135 any kind of media of works or inventions that they have created as a work
1136 or invention for hire or with extraordinary support from the District shall
1137 identify their relationship with the college or District during their term of
1138 employment by the District.
1139

1140 (2) The faculty member may request of the District exemption from this
1141 requirement, and the District may agree to exempt the faculty member
1142 from identifying their affiliation with the District or the college.
1143

1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189

- (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.

1190 **ARTICLE 14**

1191 **ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL**
1192 **DUTIES**

1193
1194 14.1. Right of Assignment
1195

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

1211 14.2. Contract Year
1212

1213 A contract year for full-time faculty members shall be 178 duty days divided into the
1214 traditional fall and spring semesters as published in the Academic Calendar.
1215

1216 14.3. Hours of Service
1217

- 1218 a. Full-time faculty members are expected to work an average of thirty-six (36)
1219 hours per week for a 30 LHE yearly assignment. A typical semester workload
1220 shall be comprised of:
1221
1222 (1) Classroom Assignment:
1223
1224 (a) Fifteen (15) hours per week of classroom or equivalent instruction.
1225
1226 (b) Fifteen (15) hours per week for grading, record keeping, student
1227 advising, appointments, classroom preparation, and other
1228 professional duties as assigned.
1229
1230 (c) Five (5) office hours per week during each week of the semester,
1231 including finals’ week.
1232
1233 (d) An average of one (1) hour per week of college service.
1234

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

1280 Provide one hour per week, including finals week, of direct student
1281 contact, outreach, and program specific assignments, for each LHE of
1282 assigned advisement.
1283

1284 14.4. Professional Duties within the Hours of Service
1285

1286 a. Each faculty member shall:
1287

- 1288 (1) Comply with their individual workload assignments.
1289
- 1290 (2) Comply with the applicable Course Outline of Record(s) (COR) for their
1291 assignment(s).
1292
- 1293 (3) Participate in SLO assessment and, for full-time members, program
1294 review, college accreditation processes, and curriculum and program
1295 development, updates, and technical/program reviews, as appropriate.
1296
- 1297 (4) Make a syllabus accessible to students and upload to a District-approved
1298 repository.
1299
- 1300 (5) Respond to and evaluate student work regularly and consistently, inform
1301 students on a timely basis of their progress in the course throughout the
1302 term, and report final grades to Admissions, Records, and Enrollment
1303 Services by an announced deadline each term.
1304
- 1305 (6) Respond to student academic concerns, as appropriate, in a timely manner.
1306
- 1307 (7) Report all personal absences to the dean as required by District policy.
1308
- 1309 (8) Complete training once every two years in Title IX (20 U.S. Code §1681
1310 et seq.) / unlawful discrimination prevention, and any other training
1311 determined to be mandatory by agreement between the District and the
1312 Faculty Association, or by law. Part-time faculty members will receive
1313 compensation for training according to the appropriate stipend rate if
1314 required to attend.
1315
- 1316 (9) First-year probationary faculty members will attend college and District
1317 orientation meetings during the fall semester professional development
1318 week.
1319
- 1320 (10) Full-time faculty members shall attend commencement, or appropriate
1321 graduation ceremony, unless participating in a different coincidental
1322 District duty (e.g., a coach attending an athletic competition which
1323 coincides with the commencement ceremony). Full-time faculty who fail
1324 to attend commencement shall report their absence per District policy and
1325 will have one-half (1/2) day of appropriate leave deducted.

1326 (11) Full-time faculty members shall complete their professional development
1327 obligations, calculated for full-time faculty members at 4.2 hours per
1328 professional development day (for example, if the approved academic
1329 calendar has nine (9) professional development days scheduled, the total
1330 obligation is 37.8 hours). These hours may be completed at any point
1331 during the contract year and must be entered into a District-designated
1332 repository by June 15.

1333
1334 (12) Full-time faculty members shall provide an average of 1 hour per week of
1335 college service as mutually agreed upon with their dean. These activities
1336 are intended to support the division, college and/or District goals through
1337 active participation in one or more of the following college service
1338 categories:

- 1339
1340 a) Committee work on the department, division/school, college,
1341 and/or district level
1342 b) Non-classroom college, district, or community activities
1343 c) Department/division/school activities, events, or meetings
1344 d) Student club advisor activities or events.

1345
1346 b. Full- and part-time faculty members are encouraged to attend and participate in:

- 1347
1348 (1) District-wide opening sessions convened by the Chancellor.
1349
1350 (2) Opening sessions convened by the college president.
1351
1352 (3) Regularly scheduled departmental and division/school meetings convened
1353 by the department chair or dean.
1354
1355 (4) Professional development activities offered throughout the professional
1356 development calendar.

1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371

**ARTICLE 15
WORKLOAD**

1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417

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

1418 situations, with the agreement of the faculty member, a faculty member
1419 may teach more than three (3) separate preparations.

1420
1421 (3) Lecture, laboratory, practicum and Learning Center/tutorial instruction
1422 will be calculated on a contact hour (50 minute).

1423
1424 (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per
1425 academic year, calculated according to the following ratios:

1426
1427

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

1428
1429

Lecture	1	1
Laboratory	1	1
Practicum	1.2 (5/6)	1
Learning Center/Tutorial	2	1

1430
1431
1432
1433
1434 Example: Digital Photography 5/6 (units lecture/lab per week)

1435
1436

3 Hours Lecture	=	3 LHE
6 Hours Practicum	=	<u>5 LHE</u>
		8 LHE for load

1437
1438
1439
1440 (5) Lecture Provisions:

1441
1442 (a) The dean will determine and approve section cancellations.

1443
1444 (b) The minimum section enrollment will be eighteen (18) for classes
1445 capped at 25 or below, or twenty-two (22) for a class capped above
1446 25.

1447
1448 (c) The dean may authorize a section with less than the minimum
1449 enrollment for conditions such as academic and/or pedagogic
1450 rationale, safety, limited number of workstations, mandated
1451 program limits, academic sequential programs, program
1452 completion, and intercollegiate athletics.

1453
1454 (d) Large Lecture Assignments: Large lecture sections are those with
1455 an enrollment of more than 45 students. The following conditions
1456 apply:

1457
1458 i. Large lecture sections must be pre-approved and scheduled
1459 by the dean.

1460
1461 ii. The course must be listed in the general catalog of the
1462 college and offer units.

1463

- 1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
- 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.

- 1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
- iii. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
 - iv. Directed study sections will not count toward the faculty member's contractual load.
 - v. The faculty member shall be compensated with LHE according to the appropriate Academic Salary Schedule (Appendix A) for eight (8) contact hours (Section 15.2.b.5.d above).
 - vi. Directed study sections may involve from one (1) to no more than three (3) students.
 - vii. A syllabus or course outline of record and student contract for each study section must be on file with the dean.
 - viii. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
 - ix. A project, test, paper and/or presentation must be successfully completed by each student.
- (g) Productivity Incentive and Class Averaging:
- i. Faculty members who have an average of forty-five (45) students per section, or a total of two-hundred twenty-five (225) students for the semester, shall be allowed to teach the total of 225 students in no fewer than four separate sections.
 - ii. Faculty members who have an average of thirty (30) students per section or greater (150 students per semester), shall be allowed to teach one (1) section which does not meet the minimum enrollment as defined in Section 15.2.b.5.d.iii above, provided they still have 150 students.
 - iii. A faculty member may not claim large lecture compensation (see Section 15.b.5.d above) for any section which is used for the determination of Productivity Incentive or Class Averaging as described above.
- c. Non-Classroom Assignments: Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. Load hours will focus on direct student contact, outreach, and

1556 program specific assignments. The dean has the right to assign to and/or approve
 1557 of each full-time faculty member's load.

- 1558
 1559 (1) Tutorial coordinators, librarians, learning disability specialists, and
 1560 counseling hours will be calculated on a clock hour (60 minutes) basis (or
 1561 portions thereof).

1562

	<u>Clock Hours</u>	<u>LHE for Load</u>
1565 Tutorial Coordination	2	1
1566 Library	2	1
1567 Counseling	2	1
1568 Learning Disability	2	1

- 1569
 1570 (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):

1571
 1572 (a) Counselors and Librarians may include a maximum of 6 LHE of
 1573 classroom assignment per semester within their workload
 1574 assignment.

1575
 1576 (b) Learning Disability Specialists' assignments may vary.

1577
 1578 d. All Learning Center assignments will be exclusively tutorial.

1579
 1580 15.3. Overload

1581
 1582 a. The dean will consider full-time faculty for overload assignments before part-time
 1583 faculty members receive assignments.

1584
 1585 b. Overload assignments may not exceed ten (10) LHE per semester.

1586
 1587 c. Only full-time faculty members can work overload.

1588
 1589 d. Instructional assignments outside the traditional Fall and Spring semester do not
 1590 constitute an overload assignment.

1591
 1592 e. Overload assignments will be calculated by the following ratios and compensated
 1593 in accordance with the appropriate academic salary schedule:

1594

	<u>Contact Hours</u>	<u>LHE</u>
1597 Lecture	1	1
1598 Laboratory	1	1
1599 Practicum	1	1
1600 Learning Center/Tutorial	2	1

1601

	<u>Clock Hours</u>	<u>LHE</u>
1602		
1603		
1604	Tutorial Coordination	2
1605	Library	2
1606	Counseling	2
1607	Learning Disability	2
1608		

1609 15.4. Part-Time Workload

1610
1611 Part-time faculty members may be assigned lecture and non-lecture workload
1612 assignments. The dean has the right to assign and approve each part-time faculty
1613 member's workload.

1614
1615 a. Part-time faculty members may accept employment and workload assignments.
1616 The following consideration, order of employment (offer), and conditions apply in
1617 order of priority for the fall and spring semesters:

1618
1619 (1) Full-time faculty members will receive their assigned workloads and
1620 appropriate overload(s).

1621
1622 (2) Part-time faculty members establish priority rehire eligibility and receive
1623 assignments as follows:

1624
1625 (a) Priority rehire eligibility is established in each division/school
1626 within each college separately, and is not transferable.

1627
1628 i. Classified employees and managers teaching part-time are
1629 not eligible for priority rehire eligibility.

1630
1631 ii. Assignments to coach an intercollegiate sport, related
1632 intercollegiate sections, and other part-time teaching
1633 assignments specifically connected to the intercollegiate
1634 coaching duties cannot be used to establish priority rehire
1635 eligibility for kinesiology/athletics assignments.

1636
1637 (b) The part-time faculty priority rehire eligibility list will be updated
1638 at the end of every fall semester to be used for the following
1639 academic year (fall/spring).

1640
1641 i. Part-time faculty who become eligible for priority rehire, as
1642 described below, will be added to the priority rehire
1643 eligibility list at the beginning of each spring semester for
1644 assignments in the subsequent fall and spring semester.

1645
1646 ii. Retired full-time faculty members returning to
1647 teaching/faculty service shall establish priority rehire

1648 eligibility based on the date that they were rehired as part-
1649 time faculty, providing they return to teaching/faculty
1650 service within three semesters after retirement.

1651
1652 iii. Part-time faculty who establish rehire eligibility during the
1653 same semester shall be ranked according to initial hire date
1654 as a part-time faculty member and added to the bottom of
1655 the priority rehire eligibility list in that order.

1656
1657 iv. In the event that the establishment of the seniority list in
1658 Section 15.4.a.2.b. (i) or (ii) results in two or more faculty
1659 members who have established priority rehire eligibility on
1660 the same day, a drawing shall be held to determine the
1661 order of seniority amongst them.

1662
1663 v. Due to the COVID-19 pandemic and for the duration of this
1664 contract, faculty who have currently established priority
1665 rehire eligibility (PRE) will not be removed from the list, or
1666 have their average assignment levels reduced, based upon
1667 courses offered and/or taught during Fall 2020 and Spring
1668 2021. Faculty who establish PRE in Fall 2021 and after will
1669 be added to the list. Data from Fall 2020 and Spring 2021
1670 will be excluded from future determination of PRE.

1671
1672 (c) To establish priority rehire eligibility, a part-time faculty member
1673 must:

1674
1675 i. have been first employed by the college for at least three
1676 academic years;

1677
1678 ii. have held an assignment at the college/division/school
1679 during three of the previous six fall and spring semesters;
1680 and

1681
1682 iii. have received an overall rating of “Meets Standards” or
1683 better in two consecutive evaluations as established in each
1684 division/school within each college;

1685
1686 a) For purposes of priority rehire eligibility, if a
1687 faculty member does not receive a timely evaluation
1688 as specified in Section 17.3 of this Agreement, the
1689 evaluation that should have been completed will be
1690 considered as a “Meets Standards” evaluation if the
1691 offer of an assignment is made for the following
1692 semester. However, this provision does not preclude

1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738

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.

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

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

- (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, for two (2) consecutive semesters, not including summer,

1784 except in cases of an approve leave of absence, priority
1785 rehire eligibility is revoked.

1786
1787 iii. In the event that a part-time faculty member has lost (as
1788 described above) and then regains priority rehire eligibility,
1789 seniority will depend on the most recent date on which
1790 eligibility was reestablished.

1791
1792 (f) Subject to the availability of requested courses or assignment as
1793 specified below, part-time faculty members who have established
1794 priority rehire eligibility according to this article are entitled to a
1795 minimum assignment as follows:

1796
1797 i. Part-time faculty members who have established priority
1798 rehire eligibility according to this article and who have
1799 completed an average of at least six (6) LHE, or six (6)
1800 weekly counseling/tutorial/library hours, during the
1801 previous four (4) semesters shall be entitled to a minimum
1802 assignment of six (6) LHE or six (6) weekly
1803 counseling/tutorial/library hours.

1804
1805 ii. Part-time faculty members who have established priority
1806 rehire eligibility according to this article and who have
1807 completed an average of at least three (3) but fewer than six
1808 (6) LHE, or three (3) but fewer than six (6) weekly
1809 counseling/tutorial/library hours, during the previous four
1810 (4) semesters shall be entitled to a minimum assignment of
1811 three (3) LHE or three (3) weekly
1812 counseling/tutorial/library hours.

1813
1814 iii. Part-time faculty members who have established priority
1815 rehire eligibility according to this article and who have
1816 completed an average of at least one (1) but fewer than
1817 three (3) LHE, or at least one (1) but fewer than three (3)
1818 weekly counseling/tutorial/library hours during the
1819 previous four (4) semesters shall be entitled to a minimum
1820 assignment of one (1) section or one (1) weekly
1821 counseling/tutorial/library hour.

1822
1823 iv. Semesters that a part-time faculty member is on a Human
1824 Resources-approved leave shall not count in calculating the
1825 average LHE/semester.

1826
1827 v. For a non-classroom assignment, an assignment will not be
1828 considered available if the number of hours scheduled for
1829 assignable duties necessary to fulfill the assignment have

1830 already been assigned to a full-time faculty member or
1831 more senior part-time faculty member.

- 1832
- 1833 vi. For a classroom assignment, a course will not be
1834 considered available if:
- 1835
- 1836 1. all scheduled sections of that course have already
1837 been offered and accepted by a full-time faculty
1838 member as part of a load or overload;
- 1839
- 1840 2. all scheduled sections of that course have already
1841 been offered and accepted by a more senior part-
1842 time faculty member as defined in Section
1843 15.4.a.2.h below;
- 1844
- 1845 3. no sections of that course are scheduled at times
1846 meeting the availability of the part-time faculty
1847 member listed in their assignment request as
1848 described in Section 15.4.a.2.g below;
- 1849
- 1850 4. the part-time faculty member does not have the
1851 demonstrated competence to teach a specific course
1852 as specified in Section 15.4.a.2.i below;
- 1853
- 1854 5. the course is not offered for that semester;
- 1855
- 1856 6. all sections of the course have been cancelled for
1857 that semester.
- 1858
- 1859 vii. Priority rehire eligibility does not guarantee an assignment,
1860 assignment of specific courses, or an assignment of a
1861 section added after the development of the initial schedule.
1862
- 1863 (g) Prior to the semester during which the assignment will be
1864 performed, the dean or designee will initiate a request to all part-
1865 time faculty members for assignment preferences for that semester,
1866 and allow no fewer than ten days for faculty members to respond.
1867 Eligible part-time faculty members will specify the amount of
1868 requested assignment, the requested courses, and the times
1869 available for assignment.
- 1870
- 1871 (h) In the event that two instructors have requested the same course for
1872 which there is limited availability of sections, the faculty member
1873 with the higher priority rehire ranking as described above will
1874 receive the assignment in the absence of the conditions described
1875 under Section 15.4.a.2.f above.

- 1876 (i) Courses requested for priority assignment at a college must be
1877 courses for which the part-time faculty member has demonstrated
1878 competency by having previously taught the same course within
1879 the school/division during the previous eight semesters.
1880
- 1881 (j) If the part-time faculty member who has established priority rehire
1882 rights does not receive an assigned load at least equal to the load to
1883 which the part-time faculty member is entitled under Section 15.4.
1884 a.2.f above, the dean will, upon request, provide a written response
1885 stating the reasons for the lack of assignment.
1886
- 1887 (3) All other part-time faculty will be considered for assignment.
1888
- 1889 b. The formal offer of a part-time assignment must be made in writing.
1890
- 1891 c. Once a formal offer of an assignment has been made, the part-time faculty
1892 member will have five (5) days to accept or decline in writing part or all of the
1893 assignment. Failure to accept an assignment within five (5) days of the date of the
1894 formal offer may result in the loss of priority rehire eligibility rights for that
1895 semester.
1896
- 1897 d. The dean may cancel the assignment of any part-time faculty member to provide a
1898 full load (15 LHE) assignment to a full-time faculty member.
1899
- 1900 e. Once an assignment has been offered to and accepted by the part-time faculty
1901 member, the dean may not cancel the assignment of any part-time faculty member
1902 for the purpose of providing a full-time faculty member with overload.
1903
- 1904 f. A maximum assignment within the District for part-time faculty will be no more
1905 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)
1906 equivalent LHE per academic year and no more than eighty percent (80%) of a
1907 full-time faculty load or twelve (12) equivalent LHE in any given semester, so
1908 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)
1909 LHE. (Educ. Code §87482.5)
1910
- 1911 Any part-time faculty member employed for more than seventy-five percent
1912 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given
1913 semester will be entitled to full-time faculty benefits and paid for that semester
1914 according to the Full-time Academic Salary Schedule (Appendix A).
1915
- 1916 g. Part-time faculty members may provide service in professional ancillary activities
1917 and be compensated for such services which will not impact their status as a
1918 temporary employee. (Educ. Code §87482.5)
1919
- 1920 h. Part-time faculty will be paid for the first week of an assignment when a section is
1921 canceled less than one week before the section is scheduled to begin.

1922 If a section meets more than once per week, part-time faculty should be paid for
1923 all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))
1924

1925 i. Part-time assignments will be calculated and compensated by the following ratio:
1926

	<u>Contact Hours</u>	<u>LHE</u>
1927		
1928		
1929	Lecture	1
1930	Laboratory	1
1931	Practicum	1
1932	Learning Center/Tutorial	2

	<u>Clock Hours</u>	<u>LHE</u>
1933		
1934		
1935		
1936	Tutorial Coordination	2
1937	Library	2
1938	Counseling	2
1939	Learning Disability	2

1940
1941 j. Nothing in this Agreement precludes the District from terminating a part-time
1942 faculty member pursuant to a personnel action initiated in accordance with Educ.
1943 Code §87665.
1944

1945 15.5. Cooperative Work Experience

1946
1947 CWE is a program for awarding college credit for paid and unpaid work experience to
1948 enrolled students. A CWE course is part of the existing state-approved curriculum and
1949 will enroll at least one (1) but no more than thirty (30) students.
1950

1951 a. The following conditions apply to all faculty members:
1952

- 1953 (1) Mutual consent of the faculty member and the dean is required.
1954
- 1955 (2) Enrollments and the combination of sections will be monitored and
1956 determined by the dean on Census Day for assignment of workload.
1957
- 1958 (3) Faculty members assigned CWE courses are responsible for in-person
1959 consultation (at the job site) with the employer or designated
1960 representative(s) to discuss students' educational growth on the job at least
1961 once per semester unless:
1962
 - 1963 (a) they have been at the worksite previously;
1964
 - 1965 (b) the student is repeating the course at the employer's worksite;
1966

- 1967 (c) the worksite has been the site of numerous previous assignments
- 1968 by other students at the college;
- 1969
- 1970 (d) the worksite location is greater than fifteen (15) miles from the
- 1971 college;
- 1972
- 1973 (e) the faculty member and student are on different work schedules;
- 1974
- 1975 (f) the faculty member and student are working in a virtual office; or
- 1976
- 1977 (g) in case of emergency or security of the instructor/student.
- 1978

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.

- 1979
- 1980
- 1981
- 1982
- 1983 (4) The faculty member must maintain and submit all appropriate
- 1984 documentation according to CCR, Title 5 §55256.
- 1985
- 1986 (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate
- 1987 academic salary schedule (Appendix A) per student per term.
- 1988 Compensation will be made upon submission of all appropriate
- 1989 documentation, assignment obligations, grades and required
- 1990 documentation to the dean. Documentation must be submitted by the
- 1991 grading deadline.
- 1992

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

- 1993
- 1994
- 1995 (1) CWE may only be taught as an overload assignment; it may not be
- 1996 considered as part of a full-time faculty member's regular workload.
- 1997
- 1998 (2) Summer assignments will be limited to one (1) CWE class, consisting of
- 1999 one or more sections. Compensation for CWE instruction is .18 LHE as
- 2000 listed in the appropriate academic salary schedule (Appendix A) per
- 2001 student per term.
- 2002

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

2012 be more than one instructional term offered during the summer. The following conditions
 2013 apply:

- 2014
- 2015 a. The dean will consider for assignment full-time faculty members who meet
 2016 minimum qualifications within their respective organizational unit, followed by
 2017 part-time faculty members who have achieved eligibility for rehire priority as
 2018 defined in Section 15.4.a.2 et seq. followed by all other faculty.
- 2019
- 2020 b. Assignments for instructional sessions outside of the traditional fall and spring
 2021 semesters are not considered overload assignments.
- 2022
- 2023 c. Faculty members may teach up to eighty percent (80%) of a full-time instructional
 2024 load per instructional term. However, if multiple terms overlap, the total
 2025 instructional load an instructor holds during the combined overlapping terms may
 2026 not equal more than eighty percent (80%) of a fulltime instructional load.
 2027 Requests to teach more than eighty percent (80%) of a full-time instructional load
 2028 may be approved by the faculty member’s dean on a case-by-case basis. Credit for
 2029 large lecture as described in Section 15.2.b.5.d of this article will not count within
 2030 the eighty percent (80%) limitation.
- 2031
- 2032 d. Assignments will be calculated by the following ratios and compensated in
 2033 accordance with the appropriate Academic Salary Schedule (Appendix A):

2034

	<u>Contact Hours</u>	<u>LHE</u>
2035		
2036	Lecture	1
2037	Laboratory	1
2038	Practicum	1
2039	Learning Center/Tutorial	2
2040		
2041		
	<u>Clock Hours</u>	<u>LHE</u>
2042	Tutorial Coordination	2
2043	Library	2
2044	Counseling	2
2045	Learning Disability	2

2046

2047 15.7. Extra Duty Days

- 2048
- 2049 a. Each extra duty day shall consist of 7.2 hours of assigned time. These may be
 2050 taken as full days or divided across different days depending on the nature of the
 2051 work. Full-time faculty members in the assignments listed below work additional
 2052 full-time equivalent duty days as part of their regular contractual assignment:

2053

<u>Assignment(s)</u>	<u>Extra FTE Days</u>
2054	
2055	Articulation Officer
2056	Baseball Coach
2057	Basketball Coach

2058	Badminton Coach	16 days
2059	Choral (vocal) Music	9 days
2060	Counselor	17 days (10 days scheduled
2061		immediately prior to the start of the
2062		fall academic calendar, and the
2063		equivalent of 7 days, to be mutually
2064		agreed upon by the faculty member
2065		and the dean.)
2066	Cross Country Coach	16 days
2067	Dance	9 days
2068	Fast Pitch Softball Coach	20 days
2069	Football Coach	20 days
2070	Golf Coach	16 days
2071	Instrumental Music	16 days
2072	Learning Disability Specialist	17 days (10 days scheduled
2073		immediately prior to the start of the
2074		fall academic calendar, and the
2075		equivalent of 7 days, to be mutually
2076		agreed upon by the faculty member
2077		and the dean.)
2078	Nursing	4 days (when necessary to work
2079		outside the 178 day calendar)
2080	Pep Squad Advisor	9 days
2081	Beach Volleyball Coach	16 days
2082	Soccer Coach	20 days
2083	Swimming Coach	20 days
2084	Tennis Coach	16 days
2085	Track Coach	20 days
2086	Volleyball Coach	16 days
2087	Water Polo Coach	16 days

2088

2089 In the event of postseason competition, assigned coaches of that sport will receive

2090 one additional extra duty day compensation for each week of post-season play.

2091 This compensation will be provided to the faculty member starting within sixty

2092 (60 days) after the post-season play is completed and prorated over the annual

2093 contract.

- 2094
- 2095 b. The following provisions will apply to all full-time assigned Extra Duty Days:
- 2096
- 2097 (1) During the Extra Duty Days, faculty members shall perform regular and
- 2098 normal instructional activities. Specific activities for this additional time
- 2099 will be mutually agreed upon in advance by faculty members and their
- 2100 dean.
- 2101
- 2102 (2) If a full-time faculty member is not available to accept an extra-duty day
- 2103 assignment, a part-time faculty member may be employed in that capacity.

2104 The part-time faculty member will receive a stipend equivalent to the pro-
2105 rated compensation for those duty days as determined by the part-time
2106 faculty member's appropriate placement on the Academic Salary
2107 Schedule.

2108
2109 (3) Extra Duty Days can be used within or outside of the 178-day contract
2110 year.

2111
2112 (4) Activities performed as part of an Extra Duty Day assignment may not
2113 coincide with the faculty member's regular contractual load assignments,
2114 scheduled overload, summer assignments, stipend assignments or
2115 reassigned time.

2116
2117 (5) All faculty members assigned Extra Duty Days will have their salaries
2118 adjusted to reflect the additional time. Such adjustments will be made on a
2119 per diem basis, and the total amount of base salary plus adjustments
2120 constitutes the contracted salary for that individual.

2121
2122 15.8. Unpaid Work Exchange:

2123
2124 a. Faculty members shall request an exchange in writing.

2125
2126 b. The request must have written approval of both parties and the dean.

2127
2128 c. The exchange is on an hour-for-hour basis and will be completed before the end
2129 of the following semester.

2130
2131 d. A faculty member may participate in no more than four (4) unpaid exchanges for
2132 any one section during any academic year.

2133
2134 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
2135 described in Article 24, Leaves.

2136
2137 15.9. Compensated Duties Beyond Instructional Assignments

2138
2139 a. Faculty members may accept additional duties and responsibilities in a specific
2140 activity including but not limited to chairing or coordinating.

2141
2142 b. Forms of Compensation for Duties beyond Instructional Assignments

2143
2144 (1) Stipend: When a faculty member accepts a stipend assignment the
2145 following conditions apply:

2146
2147 (a) The dean will assign and approve all stipends in their area.

2148

- 2149 (b) All stipends will be in addition to the faculty member's workload
2150 assignment.
2151
- 2152 (c) Faculty members must sign a stipend contract which will include
2153 stated outcomes such as expectations, objectives and dates of
2154 completion of the assignment, and which will require the faculty
2155 member to verify completion and/or satisfaction of the assignment
2156 to the designated administrator for that assignment.
2157
- 2158 (d) Compensation for stipends shall be calculated at one-half of the
2159 highest hourly rate on the Full-Time Classroom Overload
2160 Academic Salary Schedule. (Appendix A).
2161
- 2162 (2) Reassigned Time: Reassigned time is intended for those faculty members
2163 performing duties which require additional time, and a corresponding
2164 reduction in the amount of time assigned to normal contractual duties.
2165 The following conditions apply:
2166
- 2167 (a) Reassigned time may be recommended by the appropriate
2168 administrator.
2169
- 2170 (b) Consent of the faculty member is required, except in cases where a
2171 faculty member is unable to make load.
2172
- 2173 (c) Faculty members must sign a reassigned time contract which will
2174 include stated outcomes such as expectations, objectives and dates
2175 of completion of the assignment. The faculty member will be
2176 required to provide evidence of completion and/or satisfaction of
2177 the assignment to the appropriate administrator.
2178
- 2179 (d) Faculty members receiving reassigned time will be eligible for
2180 additional workload assignments.
2181
- 2182 (e) The appropriate administrator/dean and faculty member will
2183 develop a work schedule that will provide the appropriate time for
2184 the faculty member to complete the activities identified in the
2185 reassigned project. For example: If a faculty member's
2186 reassignment activities include scheduled meetings for every
2187 Tuesday during the semester, at a time during which there is no
2188 assigned contractual duty, then there shall be no conflicts with the
2189 assignment.
2190
- 2191 (f) The reassigned time allocated to the bargaining unit as described in
2192 Section 6.7, may not be converted to a stipend.
2193
- 2194 c. Department Chair Compensation

- 2195 (1) Chair duties will be compensated by stipend or reassignment or a
 2196 combination thereof. Chairs with reassignment may accept overload and
 2197 large lecture compensation, as determined by the dean.
 2198
 2199 (2) Compensation for department chairs will be based on the highest rate from
 2200 the Full-time Classroom Overload Academic Salary Schedule. (Appendix
 2201 A).
 2202
 2203 (3) Regular Term Department Chair Compensation
 2204

2205 During the regular term, department chair compensation will be calculated
 2206 according to the table below. The total amount of compensation will be
 2207 derived by combining the amount of LHE earned in each of the four listed
 2208 categories, as determined by the department’s placement in each category
 2209 on the table. Additional duties beyond those described by these categories
 2210 will be compensated as described in Section 5 below:
 2211

	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

2212
 2213 In which “ptWFCH” represents the department’s part-time weekly faculty
 2214 contact hours, both classroom and non-classroom, describing duties
 2215 related to hiring, mentoring and evaluation of part-time faculty, as taken
 2216 from the end of term (EOT) from the preceding fall semester;
 2217

2218 “Sections” represents the number of scheduled sections offered by the
 2219 department, describing duties such as scheduling and staffing the
 2220 department’s course schedule, as taken from the end of term (EOT) from
 2221 the preceding fall semester (Note: Only the A ticket is counted and
 2222 cancelled sections are included in the count);
 2223

2224 “Courses” represents the number of approved courses for the department,
 2225 as listed in the most recent CCC Curriculum Inventory, describing duties
 2226 related to conducting or coordinating a number of operations related to a
 2227 department’s courses, including program and curriculum development and
 2228 review, SLO development and evaluation, and administrative duties such
 2229 as participation in meetings;
 2230

2231 “FTES” represents the number of full-time equivalent students served by
 2232 the department, describing the duties related to handling student concerns,
 2233 including grade grievances against part-time faculty members, as taken
 2234 from the end of term (EOT) from the preceding fall semester;

2235
2236
2237
2238
2239
2240
2241

“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

2242
2243
2244
2245
2246
2247
2248
2249
2250
2251
2252
2253

(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

2254
2255
2256
2257
2258
2259
2260
2261
2262
2263
2264
2265
2266
2267

(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

2268
2269
2270
2271
2272
2273
2274
2275
2276
2277
2278
2279
2280
2281
2282
2283
2284
2285
2286
2287
2288
2289
2290
2291
2292
2293
2294
2295
2296
2297
2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313

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

2314
2315
2316
2317 16.1. General Provisions
2318

2319 Each part-time faculty member shall be covered by all of the provisions of this agreement
2320 which relate to part-time, temporary, and partial contracts.
2321

2322 16.2. Right of Assignment: The dean has the right to assign and approve each part-time faculty
2323 member’s workload and particular assignment(s) each semester (Section 15.4.).
2324

2325 16.3. Workload (see Article 15)
2326

2327 16.4. Evaluations (see Article 17)
2328

2329 16.5. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies
2330

2331 a. Information regarding academic full-time vacancies at all colleges in the District
2332 shall be made available to all part-time faculty on the District website and for
2333 those who request it from Human Resources.
2334

2335 b. Part-time faculty members who apply for a vacant full-time position will be
2336 evaluated in the same way as other candidates and will receive no special
2337 advantage.
2338

2339 c. In the event that a current part-time faculty member applies for a position and
2340 receives less than the paper screening process cut score for interviews, the part-
2341 time faculty member will be granted an automatic interview if the following
2342 conditions apply:
2343

2344 (1) The part-time faculty member must possess the required minimum
2345 qualifications for the position.
2346

2347 (2) The part-time faculty member must have completed ten (10) or more
2348 semesters of service to the district.
2349

2350 (3) The part-time faculty member must have received an overall rating of
2351 “Meets Standards” or better in their most recent evaluation.
2352

2353 (4) The candidate will be informed that they did not make the cut score and
2354 will be offered an interview. The faculty member can elect to continue
2355 with the interview process or have their name removed from the interview
2356 list.
2357

2358 (5) Automatic interviews will be determined after the cut scores are
2359 determined and will be added to the list of interviewees that emerge from

2360 the paper screening process so as not to create an equity barrier in the
2361 recruitment process.

2362
2363 16.6. Benefits (Article 27)

2364
2365 16.7. Wages (Article 30)

2366
2367
2368
2369
2370
2371
2372
2373
2374
2375
2376
2377
2378
2379
2380
2381
2382
2383
2384
2385
2386
2387
2388
2389
2390
2391
2392
2393
2394
2395
2396
2397
2398
2399
2400
2401
2402
2403
2404
2405

**ARTICLE 17
EVALUATIONS**

Purpose

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

17.1. Probationary Faculty Evaluations

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

a. Probationary Period

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

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

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

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

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

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

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

2452 (4) Step Four – Granting Tenure

2453
2454 If the probationary faculty member is not notified on or before March 15th
2455 of the fourth year that the Board has decided not to employ (i.e., to
2456 dismiss) the faculty member as a permanent, tenured employee for all
2457 subsequent years, the faculty member will return in the fall of the
2458 subsequent academic year as a permanent, tenured employee (§§87609
2459 and 87610).

2460
2461 b. Tenure Review Committee (TRC) and Peer Evaluators

2462
2463 A Tenure Review Committee (TRC) will follow the candidate(s) through the
2464 entire probationary period. Members of this committee have an obligation to
2465 commit to the time frame, uphold the confidentiality of the tenure review process,
2466 uphold the principles of equal employment opportunities, promote and respect
2467 diversity and equity, review appropriate documents, and conduct fair and
2468 unbiased evaluation for the purpose of reaching a tenure decision.

2469
2470 Committees for different probationary faculty members may have the same
2471 membership but will function separately. However, general team orientation
2472 meetings about the tenure review process may be conducted with multiple TRCs
2473 at the division, college, or District level.

2474
2475 Appointment to a TRC will count toward fulfillment of a faculty member's
2476 college service obligation, and may be eligible for staff development credit as
2477 appropriate.

2478
2479 The TRC will be comprised of the following four persons:

2480
2481 (1) The dean/academic administrator, who is a participating member, is
2482 responsible for overseeing the evaluation process, collecting all evaluation
2483 materials, and submitting the annual Faculty Performance Evaluation
2484 report as prepared by the TRC, including a recommendation regarding the
2485 continued employment of the probationary faculty member.

2486
2487 (2) Two (2) tenured faculty members/peer evaluators from the department
2488 and/or division/school, or related department and/or division/school, who
2489 will serve as participating members. The appointment of these faculty
2490 members will follow consultation and consensus between the dean and the
2491 department chair(s).

2492
2493 (3) In addition, the probationary faculty member will be responsible for
2494 selecting a full-time faculty member to serve as a mentor, who will be an
2495 advisory member of the TRC. The purpose of the mentor is to serve as an
2496 advisor to support and assist the probationary faculty member. The mentor
2497 will attend all TRC meetings where the probationary faculty member is

2498 present, but will not contribute to the writing or creation of the evaluation
2499 report. The mentor is not required to do an observation, but may at the
2500 request of the probationary faculty member. The mentor should be a
2501 faculty member who is familiar with the tenure review process and
2502 evaluation procedures as contained in the Academic Employee Master
2503 Agreement and with department and division/school policies and
2504 procedures. Probationary faculty members may replace their faculty
2505 mentor at their discretion.
2506

- 2507 (4) The appointed members of the TRC shall remain the same throughout the
2508 entire tenure review process except in extenuating circumstances. If a
2509 participating faculty member of the TRC becomes unavailable or unable to
2510 continue, or if a conflict of interest is identified as agreed to by the
2511 Association and the District, the dean shall appoint a replacement faculty
2512 member in consultation and consensus with the department chair(s) or the
2513 Academic Senate if the conflict is with the department chair or there is no
2514 department chair.
2515

2516 c. Probationary Faculty Evaluation Components

2517 (1) Self-Evaluation

2518 (a) It is essential that each probationary faculty member take full
2519 responsibility for the appropriate portions of their tenure review
2520 process.
2521
2522

2523 (b) The probationary faculty member will submit to the TRC a
2524 portfolio including a report of college, District or committee
2525 service; accomplishments (such as publications, exhibitions or
2526 performances); awards and achievements; appropriate class
2527 materials such as sample syllabi and assignments; goals and
2528 objectives for the next evaluation cycle; mentoring opportunities;
2529 and other pertinent documents, as determined by the probationary
2530 faculty member.
2531

2532 (2) Instructional Activity Observations

2533 The TRC will conduct scheduled classroom/worksite/electronic
2534 visitation(s) as needed and submit written comments to the dean/academic
2535 administrator. Probationary faculty who are assigned teaching hours in
2536 addition to their roles as counselors, librarians, and learning disability
2537 specialists shall be evaluated in both their teaching and student service
2538 roles.
2539

2540 (a) The probationary faculty member and the TRC members will
2541 mutually agree on the course(s) or equivalent in which the
2542
2543

2544 scheduled observation(s) will take place, so that the faculty
2545 member may be observed under optimum conditions for displaying
2546 their abilities.

2547
2548 (b) Each evaluation shall include at least one (1) observation, lasting at
2549 least fifty (50) minutes. For online classes, the probationary faculty
2550 member will present the course to the member(s) of the TRC
2551 during an observation lasting at least fifty (50) minutes.

2552
2553 (3) Student Surveys

2554
2555 (a) The District and Association will mutually agree upon the method
2556 and system used for the collection of student surveys in order to
2557 ensure the highest possible participation rate. If changes to the
2558 collection system become necessary, the District and Association
2559 will meet and mutually agree on a new system. If both parties are
2560 unable to reach mutual agreement, the Chancellor shall make the
2561 final determination.

2562
2563 (b) Student surveys will be conducted in all classes taught by the
2564 faculty member during the fall and spring semesters. The objective
2565 will be to determine the student response to areas such as the
2566 fulfillment of the stated and distributed course objectives, effective
2567 communication, and respect for students' rights and needs.

2568
2569 (c) For those faculty members who engage in instruction outside of the
2570 classroom, including librarians, counselors, and learning disability
2571 specialists, student surveys will be collected within five (5) days of
2572 student contact sessions (i.e., student appointments or reference
2573 desk visits) during a designated four-week period each fall and
2574 spring semester.

2575
2576 (d) Throughout the probationary period, student surveys shall be
2577 available to the TRC and may be used in the faculty performance
2578 evaluation. Results of the student surveys will be discussed with
2579 the probationary faculty member; however, the student surveys
2580 themselves will not be available to the faculty member until after
2581 the due date for grades.

2582
2583 (e) Student surveys alone may never be used as the sole justification
2584 for an overall evaluation rating.

2585
2586 (4) Report Preparation

2587

- 2588
2589
2590
2591
2592
2593
2594
2595
2596
2597
2598
2599
2600
2601
2602
2603
2604
2605
2606
2607
2608
2609
2610
2611
2612
2613
2614
2615
2616
2617
2618
2619
2620
2621
2622
2623
2624
2625
2626
2627
2628
2629
2630
2631
2632
2633
- (a) The TRC will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
 - i. the materials from the probationary faculty portfolio;
 - ii. results of observations and student surveys;
 - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy 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

2634 probationary faculty members who have been notified that they
2635 will not be recommended for further employment with the District.

2636
2637 (b) The TRC, including the mentor, will meet with the probationary
2638 faculty member to discuss the summary report.

2639
2640 (c) On behalf of the TRC, the dean will forward recommendation(s),
2641 with appropriate supporting documentation, to the appropriate vice
2642 president and president.

2643
2644 (d) An additional evaluation may be scheduled during the spring
2645 semester if desired by the TRC.

2646
2647 (6) Administration Review

2648
2649 (a) The appropriate vice president will:

2650
2651 i. review recommendation(s),

2652
2653 ii. forward recommendation(s), including their
2654 recommendations based upon their direct observation, to
2655 the president.

2656
2657 (b) The president will:

2658
2659 i. review recommendation(s),

2660
2661 ii. forward recommendation(s), including their
2662 recommendations based upon their direct observation, to
2663 the Chancellor.

2664
2665 (c) The Chancellor will:

2666
2667 i. review recommendation(s),

2668
2669 ii. forward recommendation(s), including their
2670 recommendations, to the Board of Trustees.

2671
2672 d. Evaluation Timelines

2673
2674 The dean/academic administrator will initiate the course of action to establish the
2675 tenure review process for each newly hired faculty member. Except for
2676 submission of the recommendation from the TRC by December 15 as described in
2677 Section 17.1.d.1i below, the evaluation timelines in this article are recommended
2678 guidelines only.

2679

- 2680 (1) First Contract Year
2681
2682 (a) For those faculty members whose first contract is issued in the
2683 spring semester, the faculty member's initial spring semester and
2684 the following academic year will be considered their first contract
2685 year.
2686
2687 (b) The TRC meets with the new faculty member (and throughout the
2688 four-year process as appropriate).
2689
2690 (c) TRC membership is reported by the dean/academic administrator
2691 to the appropriate vice president for each new faculty member by
2692 September 15.
2693
2694 (d) The TRC meets with the faculty to discuss the process, format,
2695 objectives, timelines, and expectations.
2696
2697 (e) The probationary faculty portfolio shall be submitted to the TRC
2698 by October 15.
2699
2700 (f) Student surveys are to be initiated prior to November 1 for the fall
2701 semester and prior to May 1 for the spring semester. The results of
2702 the student surveys shall be discussed with the TRC and the
2703 probationary faculty member. Copies of the student surveys will be
2704 provided to the probationary faculty member after the due date for
2705 grades.
2706
2707 (g) Observations are completed and returned to the dean by November
2708 15.
2709
2710 (h) Post-visit discussions to be held with the faculty member prior to
2711 December 1.
2712
2713 (i) The TRC reaches its recommendation and completes a written
2714 report by December 15.
2715
2716 (j) The recommendation of renewal or non-renewal is submitted by
2717 the dean/academic administrator to the appropriate vice president
2718 and the president no later than December 20.
2719
2720 (k) Letter of non-renewal or one (1) year renewal will be sent no later
2721 than March 15. If a probationary faculty member is not notified of
2722 the Board's decision not to issue a contract for the following
2723 academic year on or before March 15 of their first contract year,
2724 they will be issued a second one-year contract.
2725

- 2726 (1) A new faculty member whose initial hire date begins with the
- 2727 spring semester will be evaluated during the spring semester and
- 2728 again during the fall semester of the subsequent academic year.
- 2729
- 2730 (2) Second Contract Year
- 2731
- 2732 (a) Follow the same timeline and process as the first contract year.
- 2733
- 2734 (b) Second semester: A letter of non-renewal or two (2) years renewal
- 2735 will be sent no later than March 15. If a probationary faculty
- 2736 member is not notified of the Board’s decision not to issue a
- 2737 contract for the following academic year on or before March 15 of
- 2738 their second contract year, they will be issued a third, two-year
- 2739 contract.
- 2740
- 2741 (3) Third Contract Year
- 2742
- 2743 Follow the same timeline and process as the first contract year.
- 2744
- 2745 (4) Fourth Contract Year
- 2746
- 2747 (a) Follow the same timeline and process as the first contract year.
- 2748
- 2749 (b) Second semester: a letter of tenure or non-renewal will be sent no
- 2750 later than March 15. If no notice is received on or before March 15
- 2751 of the fourth year, the faculty member will return in the fall of the
- 2752 subsequent academic year as a regular tenured employee.
- 2753

2754 e. Violations of the Evaluation Process

2755

2756 Allegations that the District has not complied with the evaluation procedures shall

2757 be processed through the grievance procedure in this Agreement. While violations

2758 of these evaluation procedures may be subject to the grievance procedure, a non-

2759 substantive error in the evaluation shall not be grievable. The parties recognize

2760 that there are many deadlines and procedural requirements in the process and that

2761 peers are involved. While the parties expect the process to be followed as written,

2762 they recognize that a non-substantive procedural error could occur but may not

2763 require a change in the result. A “substantive error” is one which, if not made,

2764 would have changed the result.

2765

2766 17.2. Tenured Faculty Evaluation

2767

2768 The tenured faculty evaluation process is designed to improve the teaching and learning

2769 process and delivery of student services, to provide a basis for professional growth and

2770 development, and to comply with California State Community College laws and

2771 regulations. Tenured faculty who are assigned teaching hours in addition to their roles as

2772 counselors, librarians, and learning disability specialists shall be evaluated in both their
2773 teaching and student service roles.

2774
2775 a. Tenured Faculty Evaluation Process

2776
2777 (1) Self-Evaluation

2778
2779 The faculty member will submit to the dean a portfolio including a report
2780 of college, District or committee service; accomplishments (such as
2781 publications, exhibitions or performances); awards and achievements;
2782 appropriate class materials such as sample syllabi and assignments; and
2783 other pertinent documents, as determined by the tenured faculty member.
2784

2785 (2) Instructional Activity Observation

2786
2787 The appropriate dean/academic administrator, or designee will make
2788 scheduled classroom/worksite/electronic visits as described below:
2789

2790 (a) The faculty member and dean/academic administrator or designee
2791 will mutually agree on the course(s) or equivalent in which the
2792 scheduled observation(s) will take place, so that the faculty
2793 member may be observed under optimum conditions displaying
2794 their abilities.
2795

2796 (b) Each evaluation shall include at least one (1) observation, lasting at
2797 least fifty (50) minutes. For online classes, the faculty member will
2798 present the course to the evaluator during an observation lasting at
2799 least fifty (50) minutes.
2800

2801 (3) Peer Observation

2802
2803 The tenured faculty member being evaluated will submit a list of up to
2804 three (3) names of tenured faculty members to serve as potential peer
2805 observers. The dean/academic administrator, in consultation with the
2806 department chair, will select one faculty member from the list of three (3)
2807 to conduct the peer observation. Should none of the faculty members on
2808 the list be available to serve, the dean/academic administrator will work
2809 with the faculty member being evaluated to select a different tenured
2810 faculty member from within the District to conduct a scheduled
2811 classroom/worksite/electronic visitation and submit written comments to
2812 the dean/academic administrator. Only one peer observation is required for
2813 each faculty member being evaluated.
2814

2815 (a) The faculty member and the peer observer will mutually agree on
2816 the course or equivalent in which the scheduled observation will

- 2817 take place, so that the faculty member may be observed under
2818 optimum conditions for displaying their abilities.
2819
- 2820 (b) The observation shall last at least fifty (50) minutes. For online
2821 classes, the faculty member will present the course to the peer
2822 evaluator during an observation lasting at least fifty (50) minutes.
2823
- 2824 (c) Tenured faculty members shall be obligated to serve as a peer
2825 observer once per semester. Tenured faculty members serving as
2826 peer observers for more than one (1) peer observation per semester
2827 may use their college service hours to fulfill this requirement.
2828
- 2829 (4) Student Surveys
2830
- 2831 (a) The District and Association will mutually agree upon the method
2832 and system used for the collection of student surveys in order to
2833 ensure the highest possible participation rate. If changes to the
2834 collection system become necessary, the District and Association
2835 will meet and mutually agree on a new system. If both parties are
2836 unable reach mutual agreement, the Chancellor shall make the final
2837 determination.
2838
- 2839 (b) Student surveys will be conducted in all classes taught by the
2840 faculty member during the fall and spring semesters so that faculty
2841 can use them for self-improvement. Student surveys are to be
2842 initiated prior to December 1 for the fall semester and prior to May
2843 1 for the spring semester. Student surveys will be available to the
2844 faculty member after the due date for grades.
2845
- 2846 (c) The objective of student surveys is to determine the student
2847 response to areas such as the fulfillment of the stated and
2848 distributed course objectives, effective communication, and respect
2849 for students' rights and needs. When a faculty member is being
2850 evaluated, the student surveys for each of the semesters within the
2851 formal evaluation period will be available to the dean/academic
2852 administrator or designee and the information may be used in the
2853 faculty performance evaluation.
2854
- 2855 (c) There is no minimum percentage of student survey responses
2856 required. However, if student respondents for any one class fall
2857 below the required minimums (as outlined below), such responses
2858 may only be used by the dean/academic administrator for the
2859 purpose of ensuring that the faculty member is meeting their
2860 professional obligations and/or adhering to Board Policy
2861 requirements, after validation by the dean/academic administrator.
2862

2863
2864
2865
2866
2867
2868
2869
2870
2871
2872
2873
2874
2875
2876
2877
2878
2879
2880
2881
2882
2883
2884
2885
2886
2887
2888
2889
2890
2891
2892
2893
2894
2895
2896
2897
2898
2899
2900
2901
2902
2903
2904
2905
2906
2907
2908

Required Minimums based on census enrollments:

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

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

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

(5) Report Preparation

- (a) The dean/academic administrator will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
- i. the materials from the faculty portfolio;
 - ii. results of observations by the dean/academic administrator or designee and peer observer;
 - iii. results of student surveys from the evaluation period;
 - iv. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
 - v. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - vi. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding

2909 participation in curriculum or student learning outcome
2910 processes must be verified and documented.
2911

2912 (b) Faculty members shall not be held accountable for any aspect of
2913 the educational program over which they have no authority.
2914

2915 (c) Evaluations are to be based on the materials described in this
2916 article.
2917

2918 Hearsay statements, rumors or information from anonymous
2919 sources shall be excluded from written evaluations. The dean may
2920 include in the written evaluation information which has been
2921 documented through a completed investigation subsequent to a
2922 complaint, the findings of which have been delivered to the faculty
2923 member under evaluation prior to the inclusion of this information
2924 in the evaluation report.
2925

2926 b. Follow-up Procedures
2927

2928 (1) If a tenured faculty member receives an overall rating below “Meets
2929 Standards,” the dean will develop a Performance Improvement Plan
2930 including follow-up activities with dates of completion, and measurable
2931 outcomes to address those performance issues which need improvement.
2932 A performance improvement plan may be developed by the dean for a
2933 rating below “Meets Standards” in any individual category.
2934

2935 (2) The faculty member receiving an overall rating below “Meets Standards”
2936 will be evaluated again within twelve (12) months.
2937

2938 (3) In the subsequent evaluation, if the faculty member does not receive an
2939 overall rating of “Meets Standards” or better, the faculty member will not
2940 be eligible for any overload assignments until such time as future
2941 evaluation results in an overall “Meets Standards” or better.
2942

2943 c. Evaluation Timelines
2944

2945 (1) The dean/academic administrator will initiate the tenured faculty
2946 evaluation process every three (3) years.
2947

2948 (2) The evaluation process must be completed within one year of its initiation,
2949 or the process must begin anew.
2950

2951 d. Violations of the Evaluation Process
2952

2953 Allegations that the District has not complied with the evaluation procedures shall
2954 be processed through the grievance procedure in this Agreement. While violations

2955 of these evaluation procedures may be subject to the grievance procedure, a non-
2956 substantive error in the evaluation shall not be grievable. The parties recognize
2957 that there are many deadlines and procedural requirements in the process and that
2958 peers are involved. While the parties expect the process to be followed as written,
2959 they recognize that a non-substantive procedural error could occur but may not
2960 require a change in the result. A “substantive error” is one which, if not made,
2961 would have changed the result.
2962

2963 17.3. Part-Time Faculty Evaluations
2964

2965 The part-time faculty evaluation process is designed to improve the teaching and learning
2966 process and delivery of student services, and to provide the part-time faculty member a
2967 basis for professional growth and development. Part-time faculty who are assigned
2968 teaching hours in addition to their roles as counselors, librarians, and learning disability
2969 specialists shall be evaluated in both their teaching and student service roles. In the case
2970 where two observations are necessary, if the department chair or other tenured faculty
2971 member is the evaluator as the designee of the dean/academic administrator, they will
2972 only be required to conduct one of the class/worksite/electronic visits and the
2973 dean/academic administrator will be required to conduct the other.
2974

2975 a. Part-time Faculty Evaluation Process
2976

2977 (1) Self-Evaluation
2978

2979 The faculty member will submit to the dean/academic administrator a
2980 portfolio including a report of appropriate class materials (such as sample
2981 syllabi and assignments); accomplishments (such as publications,
2982 exhibitions or performances); awards and achievements; and other
2983 pertinent information, including college activities and service, as
2984 determined by the part-time faculty member.
2985

2986 (2) Instructional Activity Observation
2987

2988 The appropriate dean/academic administrator or designee will make
2989 scheduled classroom/worksite/electronic visits as described below:
2990

2991 (a) The part-time faculty member and dean/academic administrator or
2992 designee will mutually agree on the course(s) or equivalent in
2993 which the scheduled observation(s) will take place, so that the
2994 faculty member may be observed under optimum conditions
2995 displaying their abilities.
2996

2997 (b) Each evaluation shall include at least one (1) observation, lasting at
2998 least fifty (50) minutes. For online classes, the faculty member will
2999 present the course to the evaluator during an observation lasting at
3000 least fifty (50) minutes.

3001
3002
3003
3004
3005
3006
3007
3008
3009
3010
3011
3012
3013
3014
3015
3016
3017
3018
3019
3020
3021
3022
3023
3024
3025
3026
3027
3028
3029
3030
3031
3032
3033
3034
3035
3036
3037
3038
3039
3040
3041
3042
3043
3044
3045
3046

(3) Peer Observation

The part-time faculty member being evaluated will submit a list of up to three (3) names of tenured faculty members to serve as potential peer observers. The dean/academic administrator, in consultation with the department chair, will select one faculty member from the list of three (3) to conduct the peer observation. Should none of the faculty members on the list be available to serve, the dean/academic administrator will work with the faculty member being evaluated to select a different tenured faculty member from within the District to conduct a scheduled classroom/worksite/electronic visitation and submit written comments to the dean/academic administrator or designee. Only one peer observation is required for each faculty member being evaluated.

If the dean/academic administrator’s designee is the department chair or other tenured faculty member, the part-time faculty member being evaluated may agree to the observation also serving as the peer observation.

- (a) The faculty member and the peer observer will mutually agree on the course or equivalent in which the scheduled observation will take place, so that the faculty member may be observed under optimum conditions for displaying their abilities.
- (b) The observation shall last at least fifty (50) minutes. For online classes, the faculty member will present the course to the peer evaluator during an observation lasting at least fifty (50) minutes.
- (c) Tenured faculty members shall be obligated to serve as a peer observer once per semester. Tenured faculty members serving as peer observers for more than one (1) peer observation per semester may use their college service hours to fulfill this requirement.

(4) Student Surveys

- (a) The District and Association will mutually agree upon the method and system used for the collection of student surveys in order to ensure the highest possible participation rate. If changes to the collection system become necessary, the District and Association will meet and mutually agree on a new system. If both parties are unable reach mutual agreement, the Chancellor shall make the final determination.
- (b) Student surveys will be conducted in all classes taught by the faculty member during the fall and spring semesters so that faculty

3047 can use them for self-improvement. Student surveys are to be
3048 initiated prior to December 1 for the fall semester and prior to May
3049 1 for the spring semester. Student surveys will be available to the
3050 faculty member after the due date for grades.

3051
3052 (c) The objective of student surveys is to determine the student
3053 response to areas such as the fulfillment of the stated and
3054 distributed course objectives, effective communication, and
3055 respect for students' rights and needs. When a faculty member is
3056 being evaluated, the student surveys for each of the semesters
3057 within the formal evaluation period will be available to the
3058 dean/academic administrator or designee and the information may
3059 be used in the faculty performance evaluation.

3060
3061 (d) There is no minimum percentage of student survey responses
3062 required. However, if student respondents for any one class fall
3063 below the required minimums (as outlined below), such responses
3064 may only be used by the dean/academic administrator for the
3065 purpose of ensuring that the faculty member is meeting their
3066 professional obligations and/or adhering to Board Policy
3067 requirements, after validation by the dean/academic administrator.

3068
3069 Required Minimums based on census enrollments:
3070 1) Class sizes of 30 or less need at least 6 student respondents;
3071
3072 2) Class sizes of 31 to 74 need at least 8 student respondents;
3073
3074 3) Class size 75+ would need at least 15 student respondents.

3075
3076 (e) For those faculty members who engage in instruction outside of
3077 the classroom, including librarians, counselors, and learning
3078 disability specialists, student surveys will be collected within five
3079 (5) days of student contact sessions (i.e., student appointments or
3080 reference desk visits) during a designated four-week period each
3081 semester. There is no minimum percentage of student survey
3082 responses required. However, if there are fewer than 8 respondents
3083 to the survey, such responses may only be used by the dean for the
3084 purpose of ensuring that the faculty member is meeting their
3085 professional obligations and/or adhering to Board Policy
3086 requirements, after validation by the dean/academic administrator.

3087
3088 (f) Student surveys alone may never be used as the sole justification
3089 for an overall evaluation.

3090
3091 (5) Report Preparation
3092

- 3093
3094
3095
3096
3097
3098
3099
3100
3101
3102
3103
3104
3105
3106
3107
3108
3109
3110
3111
3112
3113
3114
3115
3116
3117
3118
3119
3120
3121
3122
3123
3124
3125
3126
3127
3128
3129
3130
3131
3132
3133
3134
3135
3136
3137
- (a) The dean/academic administrator will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
 - i. the materials from the faculty portfolio;
 - ii. results of observations by the dean/academic administrator or designee and peer observer, if different from designee;
 - iii. results of student surveys from the evaluation period;
 - iv. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
 - v. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - vi. information regarding participation in 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.

Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator 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.
 - (d) Observation of a part-time faculty member may be completed by a full-time faculty member as the designee of the vice president or the dean, under the following circumstances:
 - i. The full-time faculty member is tenured,

- 3138 ii. The full-time faculty member is in good standing with an
3139 evaluation of “Meets Standards” or better on their most
3140 recent evaluation,
3141
- 3142 iii. The full-time faculty member is approved by the
3143 appropriate dean,
3144
- 3145 iv. Department chairs will have the first right of refusal for all
3146 observations of part-time faculty members in their areas,
3147
- 3148 v. In the event that the faculty observer determines that an
3149 observation is likely to result in the observed part-time
3150 faculty member receiving an overall rating below “Meets
3151 Standards,” the evaluation process will revert to the dean,
3152 who will conduct a new observation in order to complete
3153 the evaluation. In order to initiate the transfer of the
3154 evaluation to the dean, the faculty observer shall complete
3155 the Transfer of Evaluation Form (Appendix C).
3156
- 3157 b. For those part-time faculty members with priority rehire eligibility as described in
3158 Article 15, evaluation procedures in relation to continued priority rehire eligibility
3159 status will be as described in Article 15.
3160
- 3161 c. Evaluation Timelines
3162
- 3163 (1) Each part-time faculty member shall be evaluated during the first semester
3164 of their first assignment in each program or department at each college.
3165
- 3166 (2) Subsequent reviews will be every sixth semester during which an
3167 instructional assignment is held in each program or department, and no
3168 fewer than one in every four years. Out-of-sequence evaluations may also
3169 occur as needed if approved by the vice chancellor of Human Resources in
3170 consultation with the Association.
3171
3172
3173
3174
3175
3176
3177
3178
3179
3180
3181
3182
3183

**ARTICLE 18
PERSONNEL FILES**

3184
3185
3186
3187 18.1. General Provisions
3188

3189 There shall be only one official personnel file for each faculty member. This file shall be
3190 secured by Human Resources.
3191

3192 18.2. Access to Files and Release of Personnel Information
3193

3194 a. The faculty member shall have access to their file at reasonable intervals and at
3195 reasonable times, with reasonable advance notice subject to the following
3196 restrictions:
3197

3198 (1) The employee shall not have the right to inspect personnel records at a
3199 time when the employee is actually required to render services to the
3200 District.
3201

3202 (2) The employee shall not have the right to inspect materials the access to
3203 which is specifically excluded by federal or state regulation or statute.
3204

3205 b. Representatives of the Association shall have access at reasonable intervals and at
3206 reasonable times, with reasonable advance notice, to the file with the faculty
3207 member's written authorization.
3208

3209 c. Management's access to a faculty member's personnel file shall be restricted to
3210 authorized administrators, authorized personnel office staff, and the faculty
3211 member's immediate supervisor. The information and contents of a faculty
3212 member's personnel file may not be released to anyone else without the faculty
3213 member's express prior written consent, or in order to comply with a legal
3214 requirement such as a court order.
3215

3216 18.3. Placement of Material in Personnel Files
3217

3218 a. Any material placed in a faculty member's file must be signed and dated. A copy
3219 shall be given to the faculty member prior to the time of insertion in the personnel
3220 file.
3221

3222 b. Information of a derogatory nature shall not be entered into an employee's
3223 personnel records unless and until the employee is given notice and an
3224 opportunity to review and comment on that information. The employee shall have
3225 the right to enter into their personnel file, and have attached to any derogatory
3226 statement, their own comments. A faculty member who alleges that information
3227 in their personnel file is false or erroneous shall have the right to file a grievance
3228 for the purpose of having such information rectified or expunged. Nothing herein

3229
3230
3231
3232
3233
3234
3235
3236
3237
3238
3239
3240
3241
3242
3243
3244
3245
3246
3247
3248
3249
3250
3251
3252
3253
3254
3255
3256
3257
3258
3259
3260
3261
3262
3263
3264
3265
3266
3267
3268
3269
3270
3271
3272
3273
3274

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**

3275
3276
3277
3278
3279
3280
3281
3282
3283
3284
3285
3286
3287
3288
3289
3290
3291
3292
3293
3294
3295
3296
3297
3298
3299
3300
3301
3302
3303
3304
3305
3306
3307
3308
3309
3310
3311
3312
3313
3314
3315
3316
3317
3318
3319
3320

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

3321
3322
3323
3324
3325
3326
3327
3328
3329
3330
3331
3332
3333
3334
3335
3336
3337
3338
3339
3340
3341
3342
3343
3344
3345
3346
3347
3348
3349
3350
3351
3352
3353
3354
3355
3356
3357
3358
3359
3360
3361
3362
3363
3364
3365
3366

- 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

3367
3368
3369
3370
3371
3372
3373
3374
3375
3376
3377
3378
3379
3380
3381
3382
3383
3384
3385
3386
3387
3388
3389
3390
3391
3392
3393
3394
3395
3396
3397
3398
3399
3400
3401
3402
3403
3404
3405
3406
3407
3408
3409
3410
3411

- 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

3412 member for reporting unsafe or unhealthy conditions and/or taking reasonable emergency
3413 actions.

3414
3415 21.7. Each faculty member shall adhere to the District's safety rules and policies for the well-
3416 being of the students and faculty members of the District, and shall attend all scheduled
3417 District safety training sessions which are related to their assignments, or as determined
3418 to be mandatory by agreement between the District and the Association, or required by
3419 law or regulation.

3420
3421 21.8. The District shall take all necessary and immediate action to contain or mitigate all
3422 reported work-related incidents of violence or threats of bodily harm towards faculty
3423 members.

3424
3425 a. If the incident or threat is witnessed or received directly by the affected faculty
3426 member, the faculty member shall immediately report it to their dean and/or campus
3427 police.

3428
3429 b. If the incident or threat is witnessed or received by another college or district
3430 employee and is reported to the District, the District will immediately notify
3431 impacted faculty member(s) of the received threats and of actions being taken to
3432 assure their safety.

3433
3434 c. The District shall conduct an investigation of all legitimate work-related threats and
3435 alleged work-related incidents of violence towards a faculty member and contain or
3436 mitigate as necessary. During the period of investigation and mitigation, if the
3437 faculty member feels endangered, they may request that the District make a
3438 reasonable effort to ensure a safe work environment by doing such things as
3439 changing the class location, providing on-site security, reassigning or removing the
3440 student, or other remedies.

3441
3442 21.9. If the SOCCCD chancellor or college president, or their designee, orders an immediate
3443 evacuation of three (3) days or fewer of the campus or any part of the campus in response
3444 to an emergency, faculty members shall not suffer a loss of pay or deductions from
3445 accumulated sick leave during the period of such evacuation, and shall remain available
3446 for immediate return to work after the situation is resolved and a clearance is issued.

3447
3448 21.10. In extended emergency situations, the District, in consultation with the Association, will
3449 establish safety protocols related to the return to work.

3450
3451 21.11. The District will establish a permanent District-wide Health and Safety Committee with
3452 proportional representation from district administration, college administration, and all
3453 bargaining groups.

3454
3455
3456
3457

3458
3459
3460
3461
3462
3463
3464
3465
3466
3467
3468
3469
3470
3471
3472
3473
3474
3475
3476
3477
3478
3479
3480
3481
3482
3483
3484
3485
3486
3487
3488
3489
3490
3491
3492
3493
3494
3495
3496
3497
3498
3499
3500
3501
3502
3503

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

3504
3505
3506
3507
3508
3509
3510
3511
3512
3513
3514
3515
3516
3517
3518
3519
3520
3521
3522
3523
3524
3525
3526
3527
3528
3529
3530
3531
3532
3533
3534
3535
3536
3537
3538
3539
3540
3541
3542
3543
3544
3545
3546
3547
3548
3549

- 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.

3550
3551
3552
3553
3554
3555
3556
3557
3558
3559
3560
3561
3562
3563
3564
3565
3566
3567
3568
3569
3570
3571
3572
3573
3574
3575
3576
3577
3578
3579
3580
3581
3582
3583
3584
3585
3586
3587
3588
3589
3590
3591
3592
3593
3594
3595

**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

3641 Chancellor or designee, and if necessary this grievance shall continue as specified
3642 in Level III (see Section 25.4.c. below).

3643
3644 h. If the grievance arises from action or inaction by the Chancellor, the grievance
3645 shall be submitted directly to the Association and to the Chancellor or designee.
3646 In the event that the grievance is not resolved between the grievant and/or the
3647 Association and the Chancellor or designee, the grievance will be submitted to the
3648 Board of Trustees through the Board President. If necessary, this grievance shall
3649 continue as specified in Level IV (Section 25.4.d. below).

3650
3651 i. No reprisals of any kind will be taken by the Board, the Chancellor, any member
3652 or representative of the administration of the District, or by the Association, its
3653 officers or its members against any aggrieved person, any party in interest, any
3654 member of the Association, or any other participant in the grievance procedure by
3655 reason for such participation.

3656
3657 25.2. Scheduling of grievance meetings

3658
3659 a. Every effort will be made to schedule meetings for the processing of grievances at
3660 times that will not interfere with the regular assigned duties of the participants.

3661
3662 b. In accordance with Article 6 (Association Rights), the Association representative
3663 will, upon reasonable notice to the appropriate dean, be released from duties
3664 without loss of pay to attend meetings.

3665
3666 c. If the grievance meeting must be held at a time which conflicts with the grievant's
3667 assigned duties, upon reasonable notice to the appropriate dean, the grievant will
3668 be released to attend the meeting. Any District employee who is requested by any
3669 party of interest to appear in such meetings or hearings as a witness shall, upon
3670 reasonable notice to appropriate dean or supervisor, be released from assigned
3671 duties to attend the meeting.

3672
3673 25.3. Time Limits

3674
3675 a. All grievances should be processed in an expeditious and timely manner.

3676
3677 b. Should the grievant fail to comply with the established time limits at any step,
3678 they shall forfeit all rights to process the existing grievance.

3679
3680 c. Should the District or its designated representatives fail to respond to a grievance
3681 within established time limits at any step, the grievant is entitled to proceed to the
3682 next step.

3683
3684 d. Any time limits set forth herein shall begin the day following the receipt of a
3685 written decision.

3686

- 3687 e. Time or procedural steps may be waived at any step by mutual written agreement.
- 3688
- 3689 f. The parties agree that the grievance timelines shall be tolled (paused) during
- 3690 summer between the end of the Spring semester and the beginning of the Fall
- 3691 semester, and during winter break between the end of the Fall semester and the
- 3692 beginning of the Spring semester. In the event a grievance is filed at such a time
- 3693 that it cannot be processed through all the steps in this grievance procedure by the
- 3694 end of the Spring semester and, if left unresolved until the beginning of the
- 3695 following Fall semester, could result in harm to the grievant, the time limits set
- 3696 forth herein may be adjusted by mutual agreement so that the procedure may be
- 3697 completed prior to the end of the academic year, or as soon thereafter as may be
- 3698 agreeable to the grievant and the District.
- 3699

3700 25.4. Grievance Procedure

3701 a. Level I – Immediate Supervisor

- 3702
- 3703
- 3704 (1) The grievant shall present their grievance in writing to the appropriate
- 3705 Association grievance chair and the immediate supervisor on the District
- 3706 Grievance Form (Appendix D) within 180 calendar days after the grievant
- 3707 could have known or reasonably known of the alleged violation of the
- 3708 contract. The grievance shall contain a clear and concise statement of the
- 3709 grievance, the circumstances involved, including any supporting evidence,
- 3710 the specific sections of this Agreement alleged to have been violated, the
- 3711 affected employee(s) and the specific remedy sought.
- 3712
- 3713 (2) Within ten (10) days of receiving the grievance the immediate supervisor
- 3714 may request a formal conference to discuss the grievance. The immediate
- 3715 supervisor shall render a decision to the grievant in writing within ten (10)
- 3716 days of receiving the grievance, or of the date that the grievance
- 3717 conference was held, whichever is later.
- 3718

3719 b. Level II – President or Designee

- 3720
- 3721 (1) In the event the grievant is not satisfied with the decision, if provided, at
- 3722 Level I, the decision may be appealed on the grievance form to the
- 3723 president, within ten (10) days of receiving the Level I decision, or when it
- 3724 should have been received.
- 3725
- 3726 (2) In order to be processed or considered, the appeal shall include copies of
- 3727 the original grievance and decision, if rendered, and the reason for the
- 3728 appeal.
- 3729
- 3730 (3) The president, or designee, shall hold a conference with the grievant upon
- 3731 request of either party. The president, or designee, shall communicate the
- 3732 decision about the grievance to the grievant in writing on the grievance
- 3733

3733 form within ten (10) days of receiving the appeal and forward a copy of
3734 the response to Faculty Association.

3735
3736 (4) The president’s designee shall not be any person who has previously ruled
3737 on the grievance at any of the previous levels.

3738
3739 c. Level III – Chancellor or Designee

3740
3741 (1) If the grievant is not satisfied with the decision at Level II, the grievant
3742 may appeal the decision to the Chancellor, or designee, on the grievance
3743 form within ten (10) days of receipt of the decision at Level II, or of when
3744 the decision should have been received.

3745
3746 (2) The appeal shall include a copy of the original grievance and appeals with
3747 decision rendered, and reasons for the appeal.

3748
3749 (3) The Chancellor, or designee, shall hold a conference with the grievant
3750 upon request of either party. The Chancellor, or designee, shall
3751 communicate the decision to the grievant in writing on the grievance form
3752 within fifteen (15) days of receiving the appeal and forward a copy of the
3753 response to Faculty Association.

3754
3755 (4) The Chancellor’s designee shall not be any person who has previously
3756 ruled on the grievance at any previous level.

3757
3758 d. Level IV – Mediation

3759
3760 (1) If the grievant is not satisfied with the decision at Level III, the grievant,
3761 with the consent of the Association, may request that the grievance be
3762 submitted to mediation for review. The request should be made to the Vice
3763 Chancellor of Human Resources within ten (10) days of receipt of the
3764 Chancellor’s, or designee’s, decision or the date the decision should have
3765 been received.

3766
3767 (2) Should the District and Faculty Association not mutually agree on a
3768 mediator:

3769
3770 (a) Within five (5) working days of receipt of a written request to
3771 proceed to mediation, the District will request a list of seven (7)
3772 mediators from the from the California State Mediation and
3773 Conciliation Service.

3774
3775 (b) Within ten (10) days after receipt of the list, a representative of the
3776 District and a representative of Association shall alternately strike
3777 names from the list until only one name remains. The first strike
3778 shall be determined by coin flip.

3779 (3) The function of the mediator shall be to assist the parties to achieve a
3780 mutually satisfactory resolution of the grievance by means of the
3781 mediation process.

3782
3783 (4) If a mutual resolution of the grievance is reached during mediation, a
3784 written statement of the resolution will be prepared and signed by the
3785 parties.

3786
3787 e. Level V – Arbitration

3788
3789 (1) If the grievant and Faculty Association are not satisfied with the
3790 disposition of the grievance at Level IV and wish to proceed to arbitration,
3791 a request shall be made to the Vice Chancellor of Human Resources
3792 within ten (10) days from the date the District, the Association, or the
3793 mediator indicate in writing that mediation has concluded. Should the
3794 Faculty Association and the District be unable to mutually agree on the
3795 selection of an arbitrator:

3796
3797 (a) Within five (5) days the Human Resources Office shall request a
3798 list of seven (7) arbitrators from the California State Mediation and
3799 Conciliation Service.

3800
3801 (b) Within ten (10) days after receipt of the list, a representative of the
3802 District and a representative of Faculty Association shall
3803 alternately strike names from the list until only one name remains.
3804 The first strike shall be determined by coin flip.

3805
3806 (2) Upon selection of the arbitrator, the Human Resources Office shall contact
3807 the selected arbitrator to schedule a hearing at the earliest convenience of
3808 the arbitrator and the parties.

3809
3810 (3) Arbitrator expenses, including any per diem fees, actual and necessary
3811 travel and subsistence expense, and other fees and expenses shall be paid
3812 equally by the District and the Faculty Association.

3813
3814 (4) If either party so requests, the arbitrator shall specifically rule upon the
3815 appropriateness of arbitration of contested issues prior to the hearing on
3816 the merits of the grievance. If the parties cannot agree upon a statement of
3817 the issues to be arbitrated, the arbitrator shall determine the issues by
3818 referring to the written grievance and the answers thereto at each step.

3819
3820 (5) The arbitrator may render a decision only regarding the interpretation of
3821 the provision or provisions of this Agreement at issue between the parties.
3822 The arbitrator shall have no authority to add to, subtract from, alter,
3823 amend, or modify any provisions of this Agreement. The arbitrator shall

3824 be without power or authority to make any decision that requires the
3825 District or the administration to perform an illegal act.

3826
3827 (6) After a hearing and after both parties have had an opportunity to make
3828 written or oral arguments, the arbitrator shall submit, in writing, to all
3829 parties, their findings and award. The award of the arbitrator shall be
3830 binding on the Board of Trustees unless a court of competent jurisdiction
3831 directs otherwise.

3832
3833 (7) Arbitrator's Recommendation

3834
3835 (a) The Board shall adopt the arbitrator's recommendation at its next
3836 regular meeting after receipt, providing a minimum of ten (10)
3837 days have elapsed from receipt prior to the Board meeting, and
3838 providing neither party moves to correct or vacate the award
3839 pursuant to the California Code of Civil Procedures.

3840
3841 (b) The Chancellor may meet with the grievant and representatives to
3842 discuss other alternative solutions, if the arbitrator's decision
3843 would result in a proven financial hardship for the District. Any
3844 meeting to discuss alternative solutions does not release the
3845 District from the binding award recommended by the arbitrator
3846 unless agreed to in writing by the District and Faculty Association.

3847
3848
3849
3850
3851
3852
3853
3854
3855
3856
3857
3858
3859
3860
3861
3862
3863
3864
3865
3866
3867
3868
3869

3870 **ARTICLE 26**

3871 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

3872
3873 26.1. Bonded Sabbatical

3874
3875 At the discretion of the Board of Trustees, upon the recommendation of the District
3876 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
3877 (Educ. Code §§87767 and 87768).

3878
3879 a. Purpose

3880
3881 A sabbatical is to allow for the professional enhancement of the faculty member.
3882 Such professional enhancement shall be to the benefit of the faculty member, their
3883 college, students, and/or to the District. The value of what the faculty member
3884 may contribute following their return includes, but is not limited to, the areas of
3885 pedagogy, curriculum development, and the culture of the college and the
3886 community it serves.

3887
3888 b. Length of Sabbatical

3889
3890 A sabbatical leave may take one of two possible forms:

- 3891
3892 (1) One semester at full pay and employee benefits, or
3893
3894 (2) One academic year at two-thirds pay and full employee benefits.

3895
3896 c. Eligibility

- 3897
3898 (1) Any tenured full-time faculty member who has served the District for at
3899 least six (6) consecutive years without a break in service (Educ. Code
3900 §87768) is eligible for a sabbatical. No more than one such sabbatical may
3901 be granted to a faculty member in each seven-year period.
3902
3903 (2) An eligibility list will be prepared by the Human Resources Office no later
3904 than July 1st of the preceding year and sent to all full-time faculty
3905 members.

3906
3907 d. Acceptable Sabbatical Projects

3908
3909 A sabbatical may be granted for any of the following purposes:

- 3910
3911 (1) Professional study related to assigned discipline(s) or for the purpose of
3912 retraining when there is a scheduled phase-out in a discipline and/or
3913 program.
3914

- 3915 (2) Completion of courses for an advanced degree related to assigned
3916 discipline(s) or in advanced studies related to higher education.
3917
- 3918 (3) Special project, research or assignment that relates to the goals and
3919 mission of the college and District.
3920
- 3921 (4) Travel related to assigned discipline, course and/or program of faculty
3922 member.
3923
- 3924 e. Sabbatical Committee
3925
- 3926 (1) The Sabbatical Committee will consist of up to one (1) faculty member
3927 from each division/school, one (1) administrator from each college who
3928 will be appointed by the college president, and the appropriate vice
3929 chancellor, who will also serve as co-chair.
3930
- 3931 (2) Members of the Sabbatical Committee may not submit a sabbatical
3932 proposal nor serve in the year following the completion of a sabbatical.
3933
- 3934 (3) Sabbatical Committee members will elect a chair and have one (1) vote
3935 each.
3936
- 3937 (4) The Sabbatical Committee shall have as its sole responsibility the handling
3938 of matters pertaining to bonded sabbaticals.
3939
- 3940 (5) The Sabbatical Committee shall meet during September each year to
3941 establish procedures and policies within the scope of this Master
3942 Agreement.
3943
- 3944 (6) The Sabbatical Committee shall also establish all timelines for the
3945 application and approval process provided that all recommendations for
3946 sabbaticals shall be forwarded to the Chancellor no later than December
3947 20th.
3948
- 3949 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
3950
- 3951 (1) The number of sabbatical semesters available for consideration by the
3952 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
3953 semester/year obligation as reported by the Chancellor's Office, California
3954 Community Colleges to the District in the fall of that academic year (Title
3955 5 §§51025, (a), 1 and 53302). Deferred sabbaticals according to Section
3956 26.1.g.(5) will not be reflected in the 4.63% allocation for the next
3957 academic year.
3958

3959 (2) The determination of the number of semesters available for sabbaticals for
3960 any given academic year shall be made by rounding up after the
3961 multiplication process takes place.

3962
3963 Example:

3964 $4.63\% \times 255$ (faculty) = $11.8 \times 2 = 23.6$ or 24 semesters

3965
3966 (3) The Sabbatical Committee will assign priority to proposed sabbatical
3967 projects as follows:

3968
3969 (a) A first-time applicant will be given priority over applicants who
3970 have had a previous sabbatical.

3971
3972 (b) Thereafter, applicants will be determined by seniority of service
3973 and by the quality of the proposal as ranked by the Sabbatical
3974 Committee.

3975
3976 (c) In the event of a tie when all previous criteria have been met, the
3977 tie shall be broken by a majority vote of the Sabbatical Committee.

3978
3979 g. Application Process

3980
3981 (1) Faculty members shall be notified by the Sabbatical Committee of their
3982 eligibility to apply for a sabbatical and provided with instructions for
3983 completing the application form and the final report. In addition, faculty
3984 members will be informed of all necessary deadlines and procedures.

3985
3986 (2) The faculty member shall discuss the proposed sabbatical project with
3987 division/school peers, department chair, division/school dean, appropriate
3988 vice president, and solicit input/feedback.

3989
3990 (3) The faculty member shall submit to the college president a copy of their
3991 sabbatical proposal (or a rough draft thereof) for input and feedback. The
3992 president may provide comments and indicate one of the following:

3993
3994 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
3995 be forwarded to the committee.

3996
3997 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
3998 faculty member with recommendations to warrant the president's
3999 support.

4000
4001 i. In the event where the college president does not support a
4002 sabbatical proposal, the faculty member may:

4003

- 4004 a) reconsider the president’s input and resubmit the
- 4005 sabbatical proposal to the President, or
- 4006
- 4007 b) rescind the sabbatical proposal, or
- 4008
- 4009 c) forward the sabbatical proposal to the Sabbatical
- 4010 Committee with the president’s comments and non-
- 4011 support.
- 4012

4013 (4) The faculty member shall submit their sabbatical proposal with all
4014 required forms and documents to the Sabbatical Committee prior to the
4015 deadline date.

4016

4017 (5) Under exceptional circumstances, the Sabbatical Committee co-chairs may
4018 choose to consider late applications. The Committee co-chairs must agree
4019 on whether the criteria for exceptional circumstances is sufficient and
4020 whether or not it will consider a late application.

4021

4022 h. Approval Process

4023

4024 (1) Following procedures and guidelines established by the Sabbatical
4025 Committee and set forth herein, the Committee shall approve (or
4026 disapprove) each sabbatical application by a majority vote of the
4027 Committee and forward their approved sabbatical list to the college
4028 president(s) no later than December 10th.

4029

4030 (2) The names of committee-approved applicants for a sabbatical shall be
4031 forwarded to the Chancellor for recommendation to the Board of Trustees
4032 no later than December 20th.

4033

4034 (3) The Board of Trustees may grant a sabbatical (Educ. Code §§87767 and
4035 87768) to eligible faculty members whose applications have been
4036 approved by the Sabbatical Committee.

4037

4038 (4) Each faculty member shall be notified on or before March 1st regarding
4039 the acceptance or rejection of their sabbatical request.

4040

4041 (5) In the event there are multiple sabbatical requests in the same department
4042 for the same period, the dean may defer a board-approved sabbatical so as
4043 not to interfere with the regular operation of a department, subject to the
4044 following conditions:

4045

4046 (a) A deferred sabbatical must be granted within one (1) year of the
4047 date on which the deferred sabbatical was due to commence.

4048

- 4049 (b) Faculty members will retain their cycle of sabbatical eligibility
4050 based on the approval date of the application.
4051
- 4052 (c) When a sabbatical deferral is necessary, faculty members approved
4053 for their first sabbatical will receive priority.
4054
- 4055 (d) When a sabbatical deferral is necessary, and all affected faculty
4056 members have previously received a sabbatical, in the absence of a
4057 mutual agreement to the contrary among the affected faculty
4058 members, priority will be given to the most senior faculty member
4059 as determined by the District-assigned faculty seniority number.
4060

4061 i. Length and Conditions for a Sabbatical
4062

- 4063 (1) The recipient of a one semester sabbatical will be compensated at their
4064 regular salary and employee benefits; a two-semester sabbatical at two-
4065 thirds regular salary and full District-provided benefits. Year-long
4066 sabbaticals shall reduce the District contribution to STRS. Faculty
4067 members wishing to maintain full service credit with STRS must contact
4068 STRS.
4069
- 4070 (2) Salary while on sabbatical shall be paid on a monthly basis during the
4071 academic year.
4072
- 4073 (3) Faculty members cannot assume any other, additional full-time
4074 employment while on sabbatical, unless it is an integral part of their
4075 approved sabbatical. If this provision is violated, all compensation and the
4076 cost of employee benefits must be returned to the District.
4077
- 4078 (4) Faculty members granted sabbatical shall not be authorized to perform
4079 additional professional services such as overload, overtime, part-time
4080 assignment, stipend, and grants for District pay. Nor will the District
4081 furnish equipment or materials, pay travel costs, or provide remuneration
4082 other than the sabbatical compensation during the period of the sabbatical.
4083 The Board may, upon application, grant exception to this provision.
4084
- 4085 (5) A sabbatical shall be counted as experience for advancement on the salary
4086 schedule.
4087
- 4088 (6) Academic credits earned while on sabbatical or professional development
4089 activity may be used toward salary increments the following academic
4090 year, in accordance with the existing board policies.
4091

4092 j. Guarantees
4093

- 4094 (1) The faculty member must agree to return to the District for a period of
4095 service equal to twice the period of the sabbatical (Educ. Code, §87770).
4096
- 4097 (2) The faculty member shall be returned to the same or comparable position
4098 held at the time the sabbatical was granted. If conditions arise which
4099 would make it necessary to change the faculty member's assignment, the
4100 faculty member shall be notified, whenever possible, before the change
4101 becomes effective. Nothing in this paragraph is intended to be in conflict
4102 with Educ. Code §87774.
4103
- 4104 (3) The written agreement between the District and the faculty member
4105 includes a bond paid for by the District. The bond covers pay and the
4106 District's cost of employee benefits. If the bond is forfeited, any
4107 repercussions from the bonding company are the sole responsibility of the
4108 faculty member (Educ. Code §§87770 and 87771).
4109

4110 k. Evidence of Completion
4111

- 4112 (1) Upon completion of the sabbatical and within sixty (60) days of the
4113 faculty member's return to duty, a narrative report shall be submitted to
4114 the Sabbatical Committee for review and acceptance (or non-acceptance).
4115 This report will include:
4116
- 4117 (a) a record of the activity such as, transcripts of study completed, a
4118 copy of the product developed, and/or an evaluation of the project
4119 pursued;
4120
- 4121 (b) a discussion of its impact on teaching and learning;
4122
- 4123 (c) a description of how the sabbatical information will be used in a
4124 professional development plan;
4125
- 4126 (d) a narrative on how the information contributes to the benefit of the
4127 students and to the District.
4128
- 4129 (2) If the approved sabbatical project contains an implementation process or
4130 the Sabbatical Committee would like a follow-up report, the faculty
4131 member will provide the information requested in the time line provided.
4132
- 4133 (3) The faculty member must schedule a minimum of one presentation(s) at a
4134 venue such as Professional Development Week, Division/School
4135 meetings, College Sabbatical Forum, and/or at a professional
4136 organization(s) meeting.
4137

4138 (4) The Board of Trustees and/or the Sabbatical Committee may invite
4139 representative faculty members to make presentations of their sabbatical
4140 project/activity at Board of Trustees meetings.

4141
4142 1. Status Changes Relating to an Approved Sabbatical
4143

4144 Once the faculty member has been approved by the Board of Trustees for a
4145 sabbatical activity, it is the faculty member's responsibility to inform in writing
4146 the Sabbatical Committee co-chairs of any change(s) in status with the sabbatical
4147 from the time the faculty member knows or should have known of a change.
4148

4149 (1) Project
4150

4151 In the original application, the faculty member requests time to complete a
4152 project with a stated outcome; however, circumstances, conditions, etc.,
4153 identified in the application sometimes change. The faculty member must
4154 submit a request for change to the Sabbatical Committee, college
4155 president, and Chancellor, and seek approval from the Board of Trustees
4156 before implementing any changes with the sabbatical project.
4157

4158 (2) Extenuating Circumstances
4159

4160 In the event that an extenuating circumstance occurs (such as, natural
4161 disaster, long term family illness) that may impact the content and/or
4162 timelines of the sabbatical project, the faculty member must report such
4163 change to the Sabbatical Committee, college president, Chancellor, and
4164 seek approval from the Board of Trustees before implementing any
4165 changes with the sabbatical project.
4166

4167 (3) Serious or Long-Term Illness/Injury of the Faculty Member
4168

4169 It is the responsibility of the faculty member to notify the vice chancellor
4170 of Human Resources or designee within thirty (30) days from the onset or
4171 change in physical condition.
4172

4173 26.2. Professional Development Leave
4174

4175 At the discretion of the Board of Trustees, the District may grant a faculty member a paid
4176 or unpaid leave of absence of up to two (2) years for professional development which
4177 may include, but shall not be limited to, additional schooling and/or training,
4178 participation in faculty exchange programs, a project/activity that would benefit the
4179 College and/or District, involvement in research efforts and acceptance of long-term
4180 assignments to other higher education institutions, agencies, corporations, foundations, or
4181 government (Educ. Code §87768).
4182

- 4183 a. Absence shall not be included as service in computing the six (6) years before or
4184 after a sabbatical.
- 4185
- 4186 b. Absence shall not be deemed a break in service.
- 4187
- 4188 c. Upon return, a faculty member will return to the same or comparable position.
- 4189
- 4190 d. The faculty member will receive credit for annual salary increments, employee
4191 benefits, including, but not limited to, insurance and retirement benefits, to the
4192 extent not expressly prohibited by law.
- 4193
- 4194
- 4195
- 4196
- 4197
- 4198
- 4199
- 4200
- 4201
- 4202
- 4203
- 4204
- 4205
- 4206
- 4207
- 4208
- 4209
- 4210
- 4211
- 4212
- 4213
- 4214
- 4215
- 4216
- 4217
- 4218
- 4219
- 4220
- 4221
- 4222
- 4223
- 4224
- 4225
- 4226
- 4227
- 4228

ARTICLE 27
BENEFITS

4229
4230
4231
4232
4233
4234
4235
4236
4237
4238
4239
4240
4241
4242
4243
4244
4245
4246
4247
4248
4249
4250
4251
4252
4253
4254
4255
4256
4257
4258
4259
4260
4261
4262
4263
4264
4265
4266
4267
4268
4269
4270
4271
4272
4273

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:

- 4274 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
 4275 paid during the summer session.
 4276
 4277 (2) The faculty member must have completed six semesters of employment in
 4278 the district.
 4279
 4280 (3) The faculty member must be employed for a minimum of 12 LHE in the
 4281 District in the 12-month period ending at the end of the prior semester
 4282 (summer session counts toward meeting this requirement).
 4283
 4284 (4) The faculty member had assignments in the District in at least five of the
 4285 semesters during the prior three academic years. (Summer session does
 4286 not count toward meeting this requirement.)
 4287
 4288 (5) The faculty member must work a minimum of three LHE in the District
 4289 during the semester in which the District allowance is disbursed.
 4290
 4291 (6) Each semester the faculty member must submit the following to the
 4292 District Business Office no later than September 10th and February 10th by
 4293 5 p.m. (PST) in order to be eligible for the District allowance:
 4294
 4295 (a) A signed affidavit and official documentation of current enrollment
 4296 and monthly premium cost paid by the employee in a voluntary
 4297 Bronze, Silver, Gold, or Platinum medical plan provided through
 4298 Covered California under the Patient Protection and Affordable
 4299 Care Act, or an equivalent comprehensive medical or health
 4300 insurance plan.
 4301
 4302 (b) If coverage is terminated, the part-time faculty member must notify
 4303 the District within 10 days of the date of termination. If the policy
 4304 is terminated, the benefit will cease for the remainder of the
 4305 semester.
 4306
 4307 (c) This program is subject to random District audits.
 4308
 4309 d. The District allowance will cease if the employee no longer meets the
 4310 requirements of the above criteria.
 4311
 4312 e. The District allowance shall be paid through payroll and will be prorated over the
 4313 number of paychecks received by the eligible faculty member each fall and spring
 4314 semester.
 4315

4316 27.3. Dental Insurance

4317 The District shall pay one hundred percent of the premium for dental insurance for
 4318 faculty members working 75% or more of a full-time contract and their eligible
 4319

4320 dependents. Coverage provided shall meet the specifications on file at the District
4321 Business Office.

4322
4323 27.4. Vision Insurance

4324
4325 The District shall pay one hundred percent of the premium for vision insurance for
4326 faculty members working 75% or more of a full-time contract and their eligible
4327 dependents. Coverage provided shall meet the specifications on file at the District
4328 Business Office.

4329
4330 27.5. Employee Assistance / Mental Health Program

4331
4332 The District shall pay one hundred percent of the premium for a faculty member's
4333 assistance/mental health program for employees working 75% or more of a full-time
4334 faculty contract and their eligible dependents. Coverage provided shall meet the
4335 specifications on file at the District Business Office.

4336
4337 27.6. Life Insurance

4338
4339 The District shall pay one hundred percent of the premium for life insurance for faculty
4340 members working 75% or more of a full-time faculty contract and their eligible
4341 dependents. The coverage provided shall be two times the annual salary up to
4342 \$200,000.00, plus \$50,000.00.

4343
4344 27.7. Long Term Disability Insurance

4345
4346 The District shall pay one hundred percent of the premium for long-term disability
4347 (salary protection) for faculty members working 75% or more of a full-time faculty
4348 contract. The coverage provided shall meet the specifications on file at the District
4349 Business Office.

4350
4351 27.8. Long Term Care Insurance

4352
4353 For faculty members working 75% or more of a full-time faculty contract, the District
4354 shall pay the premium for long-term care insurance. Coverage provided shall meet the
4355 specifications on file at the District Business Office.

4356
4357 27.9. Legal Assistance Program

4358
4359 The District shall pay one hundred percent of the premium for legal assistance programs
4360 for faculty members working 75% or more of a full-time faculty contract and their
4361 eligible dependents. Coverage provided shall meet the specifications on file at the District
4362 Business Office.

4363
4364 27.10. Coverage Period

4365

4366 Full-time faculty members shall receive qualifying benefits from the first of the month
4367 following their first contractual day of their first academic year with the District. In each
4368 succeeding year, coverage will be continuous unless a faculty member resigns, retires,
4369 otherwise separates from employment, or as otherwise specified in this agreement, in
4370 which case the benefits will end the last day of the month when employment ends.
4371

4372 27.11. Benefits During a Leave
4373

4374 Faculty members shall receive medical, dental, vision, and life insurance benefits while
4375 on a leave of absence in accordance with the following conditions:
4376

4377 a. Faculty members shall continue to receive insurance benefits while on paid leaves
4378 of absence.
4379

4380 b. A faculty member on an unpaid leave of absence due to illness shall continue to
4381 receive insurance benefits, provided by the District, during the leave of absence
4382 but not to exceed twelve (12) months following the exhaustion of all leaves;
4383 provided, however, that if the faculty member has been employed for a period of
4384 ten (10) years or more in the District, and has reached the age of fifty-five (55),
4385 the District will provide health benefits for the absent faculty member until that
4386 faculty member is able to return to duty, elects to retire as specified in Section
4387 31.4. below, or is separated from the District.
4388

4389 c. Faculty members on unpaid leave longer than one year are eligible to apply for
4390 employee paid insurance coverage under Consolidated Omnibus Budget
4391 Reconciliation Act (COBRA).
4392

4393 27.12. Tax Sheltered Annuities
4394

4395 Faculty members may participate in tax sheltered annuity plans from the District's
4396 approved list of vendors. The District will provide payroll deduction for this purpose.
4397

4398 27.13. Medical Examinations and Tests
4399

4400 Medical examinations and tests required by the District for employment shall be paid by
4401 the District.
4402

4403 27.14. Parking
4404

4405 Appropriate staff parking shall be provided on campus for \$60.00 per academic year for
4406 full time faculty members and \$30.00 per academic year for part-time faculty members.
4407

4408 27.15. Change in Level of Benefit
4409

4410 The District agrees that changes to the level of benefit coverage will be negotiated.
4411

ARTICLE 28
WORKLOAD BANKING PROGRAM

28.1. General Provisions

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

- 4457 the leave.
- 4458
- 4459 g. Banked workload leaves will be limited to once every eight (8) semesters.
- 4460
- 4461 h. Workload credit earned in restricted or categorically funded programs may be
- 4462 banked only if allowed by State and Federal regulations and the granting agency.
- 4463
- 4464 i. Payment for banked workload earned in the fall and spring semesters, summer
- 4465 sessions, and any other instructional sessions beyond the traditional semesters will
- 4466 be withheld by payroll. Banked workload will be officially posted as banked at
- 4467 the end of the semester in which it is earned.
- 4468
- 4469 j. Faculty members who request to schedule banked workload leave will not be
- 4470 eligible to apply or take any other leave to extend an absence from the workplace
- 4471 longer than one semester.
- 4472

4473 28.3. Criteria to earn banked workload credit:

4474

- 4475 a. A faculty member must have tenured status.
- 4476
- 4477 b. The faculty member must submit the Workload Banking Request Form
- 4478 (Appendix E) at least one week prior to the beginning of the semester or other
- 4479 session in which the banked workload credit is being requested.
- 4480
- 4481 c. The dean will acknowledge the request to bank workload and record the request
- 4482 through the appropriate vice president's office.
- 4483
- 4484 d. Banked workload credit can be earned from assignments exceeding thirty (30) to
- 4485 thirty-two (32) LHE per year scheduled during Fall and Spring semesters, as part
- 4486 of a summer assignment, or during any other instructional session beyond the
- 4487 traditional semesters.
- 4488
- 4489 e. Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of
- 4490 banked workload credit, to be calculated as follows (see Article 15, Workload):
- 4491

4492 (1) Lecture Assignments (contact hour)

4493

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

4499

4500 Example: Digital Photography 5/6 (units lecture/practicum per week)

4501 3 Hours Lecture = 3 LHE

4502 6 Hours Practicum = 5 LHE

4503 8 LHE for load

4504
4505 (2) Non-Lecture Assignments (clock hour)

4506
4507 Thirty (30) clock hours = 1 LHE

4508
4509 Clock Hours LHE for Load

4510
4511 Tutorial Coordination 2 1

4512 Library 2 1

4513 Counseling 2 1

4514 Learning Disability 2 1

4515
4516 (3) Counselors and Librarians may include a maximum of 6 LHE of lecture
4517 courses per semester within their workload assignment. Therefore, to earn
4518 Workload Banked credit, Counselors and Librarians may accumulate up to
4519 forty percent (40%) of their credit from overload lecture assignments.

4520
4521 f. Workload credit cannot be earned:

4522
4523 (1) while on a reduced workload assignment;

4524
4525 (2) while on sabbatical.

4526
4527 28.4. Criteria to redeem banked workload credit:

4528
4529 a. A full-time faculty member must have fifteen (15) LHE banked prior to taking a
4530 banked workload leave.

4531
4532 b. Only full-time tenured faculty members may schedule a banked workload leave.

4533
4534 c. To schedule a banked workload leave, the faculty member must submit the
4535 Workload Banking Leave Request Form (Appendix F – Available in Workday) to
4536 their dean no later than February 1st for the Fall semester and no later than
4537 September 1st for the Spring semester.

4538
4539 (1) Every effort shall be made to accommodate a faculty member’s request to
4540 redeem banked workload credit; however, it is recognized that a banked
4541 workload leave may be postponed under circumstances in which the
4542 absence of the faculty member would jeopardize the educational program.
4543 The dean shall put in writing any postponement of the request to redeem
4544 banked workload credit.

4545
4546 (2) When two or more faculty members from the same department or area
4547 apply to schedule banked workload leave and both/all cannot be
4548 accommodated, those faculty members who have not previously taken

4549 banked workload leave shall have priority in order of seniority. The
4550 remaining faculty will be given priority for the following semester.
4551
4552 (3) A requested banked workload leave can be postponed for no more than
4553 one academic year.
4554
4555 (4) To ensure the stability of a program, department, or school, the faculty
4556 member requesting banked workload leave may be requested to work with
4557 the division/school chair and dean to arrange for appropriate substitute
4558 coverage prior to scheduling a leave.
4559

4560 28.5. While the full-time faculty member is on a banked workload leave, unless an exception is
4561 granted by the Board of Trustees, they will not be eligible to:
4562
4563 a. work overload;
4564
4565 b. contract for extra assignments in the District;
4566
4567 c. work on a stipend or reassigned time;
4568
4569 d. work on any hourly assignments.
4570

4571 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4572 election for workload banking, the faculty member shall not be entitled to cash out except
4573 under one of the following circumstances:
4574
4575 a. retirement;
4576
4577 b. medical disability as defined in Internal Revenue Code, §72 (m) (7);
4578
4579 c. termination (dismissal for cause), or release from probationary status;
4580
4581 d. death;
4582
4583 e. resignation.

4584
4585 When a faculty member is paid for accumulated banked workload credit (known as
4586 “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked
4587 workload credit was earned. No partial “cashing out” will be allowed.
4588

4589 28.7. Record Keeping

4590
4591 Banked workload credit shall be recorded by each college and tracked by the District.
4592 The District shall maintain banked workload balances in Workday.
4593
4594

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

4640 and retirement credit received. The faculty member's salary will be reduced in
4641 accordance with the percentage reduction in teaching load request.

4642
4643 This leave is distinct and separate from the Reduced Workload with Full
4644 Retirement Credit under CalSTRS provided for in Article 31.2 of this Agreement.

4645
4646 29.2. Sick Leave

4647
4648 a. Each full-time faculty member under yearly contract shall be entitled to one (1)
4649 day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12
4650 days for 12 months). Sick leave shall be accrued for all part-time, full-time
4651 overload and summer LHE instruction and shall be computed by the following
4652 formula:

4653
4654 .0558 hours sick leave per contact hour paid

4655
4656 At the beginning of each academic year, every faculty member will receive a sick
4657 leave allotment credit, equal to their entitlement for the academic year. Part-time
4658 classroom faculty members will receive a sick leave allotment credit at the
4659 beginning of each semester. Part-time hourly faculty members will receive a sick
4660 leave allotment calculated and accrued each pay period.

4661
4662 b. Pursuant to Labor Code §233, a full-time faculty member may use up to six days
4663 and a part-time faculty member may use up to three days of accrued and available
4664 sick leave entitlement to attend to an illness of an immediate family member as
4665 defined in Article 4.

4666
4667 c. Accumulation of Leave: Unused sick leave shall accrue from academic year to
4668 academic year.

4669
4670 d. Verification of Illness or Injury: Verification will ordinarily not be required for
4671 short term absences. A doctor's certification or other acceptable form of
4672 verification may be required however, for absences exceeding five (5) calendar
4673 days, situations where there is a doubt as to the employee's fitness to return to
4674 work, or where the appropriate administrator has reason to believe that there may
4675 be an abuse of sick leave.

4676
4677 e. Notification of Absence: Faculty members shall submit their absences and leave
4678 requests to the appropriate dean as soon as practicable prior to the start of the
4679 faculty member's assignment.

4680
4681 f. Notification of Return: For absences longer than one day, faculty members shall
4682 make every effort to keep the appropriate dean advised of their status, and provide
4683 an estimate of their expected return.

4684
4685 g. Sick Leave Deduction Process:

4686 (1) Full-time faculty members with classroom assignments shall have sick
4687 leave deducted on the basis of half-day increments (i.e., if a faculty
4688 member is absent for one-half or less of their scheduled LHE assignment
4689 for that day, one-half day of sick leave will be deducted; if faculty
4690 members are absent for more than one-half of a scheduled assignment for
4691 that day, a full day of sick leave will be deducted).

4692
4693 (2) Full-time faculty members with non-classroom assignments shall have
4694 sick leave deducted on the basis of quarter-day increments (i.e., if a
4695 faculty members are absent for one-quarter or less of their scheduled LHE
4696 assignment for that day, one-quarter of a day of sick leave will be
4697 deducted; for an absence of between one-quarter and one-half of a day,
4698 one-half day will be deducted; for an absence between one-half and three-
4699 quarters, three-quarters of a day will be deducted; for an absence of more
4700 than three-quarters of a scheduled assignment for that day, a full day of
4701 sick leave will be deducted).

4702
4703 (3) Part-time faculty members shall have sick leave deducted on an hourly
4704 basis.

4705
4706 h. Sick Leave Statement: The District shall provide information upon individual
4707 request, on the amount of sick leave accrued, by transfer or otherwise, and sick
4708 leave entitlement for the academic year.

4709
4710 i. Catastrophic Illness Transfer of Leave Program: A faculty member may
4711 contribute sick leave to other staff as well as other faculty members on a one-for-
4712 one basis (one day for one day, etc.) with no reference to the possible difference
4713 in their salaries. As there are likely tax and retirement consequences, both
4714 employees are responsible for determining any STRS, IRS or other agency
4715 implications that may result. This program is designed to assist a faculty member
4716 who has a lengthy illness and has run out of sick leave. The program can also be
4717 used so that an employee can take care of a sick person in the immediate family.
4718 Procedures for the catastrophic illness/injury leave for individual solicitation or
4719 leave bank requests are on file in the District Human Resources Office.

4720
4721 29.3. Maternity Leave

4722
4723 The District shall provide for leave of absence from duty for any faculty member of the
4724 District who is required to be absent from duties because of pregnancy, miscarriage,
4725 childbirth, and recovery therefrom. The length of the leave of absence, including the date
4726 on which the leave shall commence and the date on which the faculty member shall
4727 resume duties, shall be determined by the faculty member's physician. Pregnancy and
4728 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
4729 therefrom are for all job-related purposes, temporary disabilities and shall be treated as
4730 such under any health or temporary disability insurance or sick leave plan available in
4731 connection with employment by the South Orange County Community College District.

4732 29.4. Paid Parental Leave

4733
4734
4735
4736
4737
4738
4739
4740
4741
4742
4743
4744
4745
4746
4747
4748
4749
4750
4751
4752
4753
4754
4755
4756
4757
4758
4759
4760
4761
4762
4763
4764
4765
4766
4767
4768
4769
4770
4771
4772
4773
4774
4775
4776
4777

- 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

4778 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been
4779 exhausted. Extended illness leave is not available for absences that arise under
4780 Labor Code §233 (see Section 29.2 above).

4781
4782 b. If a faculty member has used all accumulated sick leave and is still absent from
4783 duties on account of illness or accident, and that faculty member has been
4784 employed for a period of ten (10) years or more in the District, and has reached
4785 the age of fifty-five (55), the District will provide health benefits for the absent
4786 faculty member until that faculty member is able to return to duty, elects to retire,
4787 or is separated from the District.

4788
4789 29.6. Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:
4790

4791 a. An industrial accident or illness means any injury or illness considered to be
4792 work-related if an event or exposure in the work environment (on or off campus)
4793 either caused or contributed to the resulting condition or significantly aggravated
4794 a pre-existing injury or illness.

4795
4796 b. A faculty member shall be entitled to such leave without limitation to the number
4797 of days of entitlement.

4798
4799 c. The total of the faculty member's temporary disability indemnity and the portion
4800 of salary due during the leave shall equal their full salary.

4801
4802 d. A faculty member shall be deemed to have recovered from an industrial accident
4803 or illness, and thereby able to return to work, at such time as the faculty member
4804 and the attending physician agree that there has been such a recovery.

4805
4806 e. Nothing in this Article shall preclude the District from recommending that a
4807 faculty member be placed on disability retirement under the State Teachers
4808 Retirement System.

4809
4810 29.7. Personal Necessity Leave
4811
4812 Every faculty member shall be entitled to use paid sick leave during each academic year
4813 in case of personal necessity, as follows:

4814
4815 a. "Personal Necessity" means any activity, including those pursuant to the
4816 California Education Partnership Act (California Labor Code § 230.8), which
4817 cannot be conducted before or after the teaching day without causing undue
4818 inconvenience to the faculty member. Faculty members shall handle such leave in
4819 a responsible manner.

4820
4821 b. Full-time faculty members are entitled to use up to six (6) days per year of
4822 personal necessity leave to be deducted from sick leave.

4823

- 4824 c. Part-time faculty members' personal necessity leave is deducted in hourly
4825 increments. Part-time faculty members are entitled to use up to sixty percent
4826 (60%) of their sick leave allotment for a given semester for personal necessity
4827 leave.
- 4828
- 4829 d. Unused personal necessity days do not accrue for use in future years.
- 4830
- 4831 e. Personal necessity days do not carry over from year to year.
- 4832
- 4833 f. A faculty member shall make every attempt to give advance notice for use of
4834 Personal Necessity Leave.
- 4835
- 4836 g. A faculty member shall not be required to give reasons for the use of such leave.
- 4837

4838 29.8. Bereavement Leave

4839
4840 Every faculty member shall be entitled to five (5) days of paid leave of absence for each
4841 occurrence of the death of a spouse or registered domestic partner; child; child of spouse
4842 or registered domestic partner; parent, stepparent, or legal guardian of the faculty member
4843 or of the spouse or registered domestic partner of the faculty member; or any family
4844 member living in the immediate household of the faculty member; or if travel out-of-state
4845 is required for any other member of the faculty member's immediate family. Otherwise,
4846 every faculty member shall be entitled to three (3) days paid leave of absence for any
4847 other member of the faculty member's immediate family as defined in Article 4. This
4848 leave shall not be deducted from sick leave.

4849

4850 29.9. Jury Leave

4851
4852 A faculty member shall be entitled to as many days of paid leave as are necessary when
4853 called for jury duty or when summoned for a court appearance not as a result of the
4854 faculty member's own misconduct. Any monies received from the courts as jury duty pay
4855 shall be transferred to the District, mileage excluded. Upon completion of jury duty, the
4856 faculty member shall submit a certification of jury service to the District.

4857

4858 29.10 Legislative Leave

4859
4860 Except as otherwise provided by law, a tenured faculty member who is elected or
4861 appointed to the State Legislature, Congress, or appointed to government service, shall be
4862 entitled to an unpaid leave of absence for the length of the term of office, not to exceed
4863 twelve (12) years.

- 4864
- 4865 a. The faculty member on such leave shall notify the college of an intended return at
4866 least sixteen (16) weeks in advance.
- 4867
- 4868 b. The faculty member on such leave shall be entitled to return to employment at the
4869 end of the leave, but shall not be entitled to any other benefits while on leave.

4870 29.11. Professional Development Leave

4871
4872 A faculty member may be granted up to three (3) days of paid leave each academic year
4873 for the purpose of improving instructional performance. Such leave must be approved by
4874 the Dean and may be used to visit worksites in other departments or colleges or to attend
4875 Association or other workshops related to the assignment of the faculty member.
4876

4877 29.12. Family and Medical Leave

4878
4879 To the extent not already provided for under current leave policies and provisions, the
4880 District will provide family and medical care leave for eligible employees as required by
4881 state and federal law. The following provisions set forth certain of the rights and
4882 obligations with respect to such leave. Rights and obligations which are not specifically
4883 set forth below are set forth in the Department of Labor regulations implementing the
4884 Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the
4885 California Family Rights Act (CFRA). Unless otherwise provided by this policy, “leave”
4886 under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall
4887 not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against
4888 faculty members because they exercise the right to family care leave or because they gave
4889 information or testimony related to their or another person’s family care leave in an
4890 inquiry related to family leave rights.
4891

4892 a. Terms of Leave

- 4893
4894 (1) Family care and medical leave shall not exceed twelve (12) work weeks
4895 (or twenty-six (26) weeks to care for a covered service member) during
4896 any fiscal year. Where FMLA leave qualifies as both military caregiver
4897 leave and care for a family member with a serious health condition, the
4898 leave will be designated as military caregiver leave first.
4899
4900 (2) The twelve (12) month period for calculating leave entitlement will be
4901 based on the District’s fiscal year from July 1 to June 30.
4902
4903 (3) Leave taken under the FMLA for disability due to pregnancy shall run
4904 concurrently with leave taken under the California Pregnancy Disability
4905 Act. A family member may also be entitled to an additional twelve (12)
4906 weeks of bonding time under the CFRA.
4907
4908 (4) During the period of family care and medical leave, the District shall
4909 require faculty members to use their accrued time off, and any other paid
4910 or unpaid time off negotiated with the District. Accrued sick leave shall be
4911 used when the purpose of the family care and medical leave is for the
4912 employee’s own serious health condition or the leave is needed to care for
4913 a parent, spouse, child or registered domestic partner with a serious health
4914 condition, and for which sick leave may be taken pursuant to this
4915 Agreement and/or Board policy.

4916
4917
4918
4919
4920
4921
4922
4923
4924
4925
4926
4927
4928
4929
4930
4931
4932
4933
4934
4935
4936
4937
4938
4939
4940
4941
4942
4943
4944
4945
4946
4947
4948
4949
4950
4951
4952
4953
4954
4955
4956
4957
4958
4959
4960
4961

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

4962
4963
4964
4965
4966
4967
4968
4969
4970
4971
4972
4973
4974
4975
4976
4977
4978
4979
4980
4981
4982
4983
4984
4985
4986
4987
4988
4989
4990
4991
4992
4993
4994
4995
4996
4997
4998
4999
5000
5001
5002
5003
5004
5005
5006

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

5007 Eighteen (18) steps plus one longevity step in the fourth column at Year
5008 20

5009
5010 Twenty-three (23) steps plus one longevity step in the fifth column at Year
5011 25

5012
5013 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall
5014 be defined as the base salary. The dollar amount in column 1, step 1, of the
5015 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of
5016 the immediate prior Faculty Salary Schedule and any negotiated and
5017 agreed upon adjustments for the given year.

5018
5019 (3) The first step of each column will increase by 5.5555% of the base salary
5020 over the first step of the previous column.

5021
5022 (4) Each step in each column will increase by 3.70365% of the base salary
5023 over the previous step.

5024
5025 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

5026
5027 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven
5028 columns, with one step in each column.

5029
5030 (2) For 2021-2022, the value of the first column will be equivalent to 61.74%
5031 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5032 the Full-time Academic Salary Schedule, as reflected in the following
5033 formula:

5034
5035
$$.6174(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5036
$$\text{Schedule /2}))$$

5037
5038 For 2022-2023, the value of the first column will be equivalent to 65.20%
5039 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5040 the Full-time Academic Salary Schedule, as reflected in the following
5041 formula:

5042
5043
$$.6520 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5044
$$\text{Schedule /2}))$$

5045
5046 For 2023-2024, the value of the first column will be equivalent to 70.50%
5047 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5048 the Full-time Academic Salary Schedule, as reflected in the following
5049 formula:

5050
5051
$$.7050 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5052
$$\text{Schedule /2}))$$

- 5053 (3) Each succeeding column will increase by 4% of column 1 over the
5054 previous column.
5055
- 5056 (4) In recognition of the value of part-time faculty to the District and its
5057 students, both parties agree to continue to work towards defining and
5058 achieving parity between full-time and part-time faculty in future
5059 contracts.
5060
- 5061 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5062 Salary Schedule (see Appendix A):
5063
- 5064 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
5065 Tutorial Academic Salary Schedule shall consist of seven columns, with
5066 one step in each column.
5067
- 5068 (2) For 2021-2022, the value of the first column will be equivalent to 53.00%
5069 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5070 the Full-time Academic Salary Schedule, as reflected in the following
5071 formula:
5072
- 5073
$$.53 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5074
$$\text{Schedule}/2))$$

5075
- 5076 For 2022-2023, the value of the first column will be equivalent to 55.96%
5077 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5078 the Full-time Academic Salary Schedule, as reflected in the following
5079 formula:
5080
- 5081
$$.5596(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5082
$$\text{Schedule}/2))$$

5083
- 5084 For 2023-2024, the value of the first column will be equivalent to 60.51%
5085 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5086 the Full-time Academic Salary Schedule, as reflected in the following
5087 formula:
5088
- 5089
$$.6051 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

5090
$$\text{Schedule}/2))$$

5091
- 5092 (3) Each succeeding column will increase by 4% of column 1 over the
5093 previous column.
5094
- 5095 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,
5096 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)
5097

- 5098 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload
- 5099 Academic Salary Schedule shall consist of seven columns, with one step
- 5100 in each column.
- 5101
- 5102 (2) The value of the first column will be equivalent to 48.6% of 1/15 (6.67%)
- 5103 of the value of the first step of the first column in the Full-time Academic
- 5104 Salary Schedule, as reflected in the following formula:
- 5105
- 5106
$$.486 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$
- 5107
$$\text{Schedule})$$
- 5108
- 5109 (3) Each succeeding column will increase by 4% of column 1 over the
- 5110 previous column.
- 5111
- 5112 (4) As required for CalSTRS reporting purposes, compensation for counselors
- 5113 and librarians will be reported to CalSTRS and paid by converting the
- 5114 LHE rate to an hourly rate as defined in the appropriate salary schedule.
- 5115

30.3. Salary Schedule Column Placement Criteria

All degrees or units must be from accredited educational institutions.

- 5116
- 5117
- 5118
- 5119
- 5120 a. Column I Bachelor’s Degree (or the minimum degree and/or experience as
- 5121 required by the California Community College Chancellor’s Office minimum
- 5122 qualifications as published in the *Minimum Qualifications for Faculty and*
- 5123 *Administrators in California Community Colleges*) or equivalency as established
- 5124 under Title 5 §53410.
- 5125
- 5126 b. Column II
- 5127
- 5128 (1) Master’s Degree, or
- 5129
- 5130 (2) Bachelor’s Degree plus 40 semester units, including Master’s Degree.
- 5131
- 5132 c. Column III
- 5133
- 5134 (1) Master’s Degree plus 20 semester units, or
- 5135
- 5136 (2) Bachelor’s Degree plus 50 semester units, including Master’s Degree.
- 5137
- 5138 d. Column IV
- 5139
- 5140 (1) Master’s Degree plus 40 semester units, or
- 5141
- 5142 (2) Bachelor’s Degree plus 70 semester units, including Master’s Degree, or
- 5143

5144 (3) Permanent Vocational Credential received prior to establishment of the
5145 Community College Credential and Bachelor's Degree.

5146
5147 e. Column V

5148
5149 (1) Earned Doctorate, or

5150
5151 (2) Master's Degree plus 60 semester units, or

5152
5153 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or

5154
5155 (4) Permanent Vocational Credential received prior to establishment of the
5156 Community College Credential and Master's Degree.

5157

5158 30.4. Previous Experience Credit for Initial Step Placement

5159

5160 a. Instructional experience

5161

5162 At the time of initial employment, new full-time faculty members will be given
5163 schedule placement credit for full- and or part-time instruction, counseling,
5164 coaching, or librarian experience, whichever applies to the assignment. The
5165 experiences may be at any accredited high school (grades 9-12), college or
5166 university. Instructional experiences of the equivalent of 30 LHE will equal one
5167 year of experience. Previous experience credit will be given as follows:

5168

5169 0-5 years of experience – placement on step 1

5170

5171 6 years of experience – placement on step 2

5172

5173 7 years of experience – placement on step 3

5174

5175 8 or more years of experience – placement on step 4

5176

5177 b. Non-instructional occupational experience

5178

5179 For purposes of calculating initial step placement in Section 30.4.a. above, at the
5180 time of initial employment, full-time faculty members may be awarded placement
5181 credit for non-instructional occupational experience provided that it directly
5182 relates to the District assignment. Credit granted will be at the rate of one year of
5183 credit for two years of related experiences. No placement based upon any
5184 combination of past instructional experience and past non-instructional
5185 occupational experience will be higher than step 4 on the salary schedule. Credit
5186 for non-instructional and instructional experience may be earned simultaneously.

5187

5188 The new full-time faculty member will submit to Human Resources at least one of
5189 the following:

- 5190 (1) A completed Request for Verification of Work Experience Form (obtained
5191 from Human Resources) from each former employer; or
5192
5193 (2) A letter on the employer’s letterhead verifying work experiences and dates
5194 of employment; or
5195
5196 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
5197

5198 30.5. Step and Column Movement
5199

5200 a. Step advancement
5201

5202 (1) Full-time faculty members shall move one step on the Full-time Academic
5203 Salary Schedule for each contractual year of service.
5204

5205 (2) Step movements shall occur annually in the Fall.
5206

5207 b. Column Advancement
5208

5209 (1) Column advancement based on experience shall occur annually in the Fall.
5210

5211 (2) For overload pay, full-time faculty members shall move one column on
5212 the Full-Time Classroom Overload and Part-Time Non-Classroom
5213 Tutorial Salary Schedule annually for each contractual year of service.
5214

5215 (3) Part-time faculty members shall move one column on the salary schedule
5216 after having served the equivalent of thirty (30) LHE.
5217

5218 (4) After the date of hire, for the purpose of column advancement, nine (9)
5219 semester units of lower division college level credit from an accredited
5220 institution of higher education will be allowed for coursework that is
5221 pertinent to the principal area of assignment and/or is for retraining or the
5222 up-grading of skills. The coursework must be approved in advance by the
5223 dean and Vice President.
5224

5225 (5) Coursework taken for column advancement outside the faculty member’s
5226 primary assignment must be approved by the Vice President prior to
5227 enrolling in the course(s).
5228

5229 (6) A passing grade must be earned in all coursework accepted for salary
5230 classification credit. A pass/fail course must be noted as pass and a
5231 credit/non-credit course must be noted as credit in the transcript.
5232

5233 (7) Column advancement based on coursework or completion of a degree can
5234 occur in Fall and Spring. Official verification of coursework taken and/or
5235 degree conferred must be submitted to Human Resources by August 1st

5236 for column advancement for the Fall semester and January 3rd for column
5237 advancement for the Spring semester.
5238

5239 30.6. Doctoral Stipends
5240

5241 Full-time faculty members who hold an earned doctorate from an accredited institution
5242 shall receive a stipend of 5.6% of the base salary as defined in section 30.2.a.2 as part of
5243 their annual salary.
5244

5245 30.7. State of California Part-time Parity Compensation Funds
5246

5247 Parity compensation funds (“parity pay”) received from the State of California in the
5248 amount of \$572,456 have been added onto the salary schedule and are disbursed through
5249 regular salary payments as determined by the appropriate salary schedule included in
5250 Appendix A. Should the State of California parity compensation funds exceed \$572,456,
5251 the District and Association agree to meet to determine what amount, if any, will be
5252 distributed to part-time faculty. Conversely, should the State of California parity
5253 compensation funds fall below \$572,456 one year, the District will combine any excess
5254 of the \$572,456 received the following year with that amount, and will meet with the
5255 Association to determine if any additional funds are due to be distributed to the part-time
5256 faculty.
5257

5258 30.8. Increase in Compensation
5259

5260 a. For the 2021-2022 academic year, the Full-time Academic Salary Schedule will
5261 reflect an increase of .75% over the schedule of the previous year.
5262

5263 b. For the 2022-2023 academic year, the Full-time Academic Salary Schedule will
5264 reflect an increase of .76% over the schedule of the previous year.
5265

5266 c. For the 2023-2024 academic year, the Full-time Academic Salary Schedule will
5267 reflect an increase of .742% over the salary schedule of the previous year.
5268

5269 30.9 All full-time faculty employed by the District on September 1, 2021 (in paid status), will
5270 receive a one-time, off-schedule payment of \$4,000 in November 2021, less applicable
5271 withholdings and deductions, to be disbursed on a different pay date from the regular
5272 monthly salary. This one-time payment will not be added to the salary schedule and will
5273 not be included in base pay for CalSTRS calculations.
5274

5275
5276
5277
5278
5279
5280
5281

ARTICLE 31
RETIRED FACULTY BENEFITS

5282
5283
5284
5285 31.1. Retirement Incentive Programs
5286

5287 Faculty members may participate in retirement incentive programs established by the
5288 Board of Trustees in compliance with the California Educ. Code.
5289

5290 31.2. Reduced Workload with Full Retirement Credit (Educ. Code, §87483)
5291

5292 The Board of Trustees will permit full-time faculty members to reduce their workload
5293 from full-time to part-time and have their retirement benefits based upon full-time
5294 employment.
5295

5296 The following are the rules and regulations for the implementation of the optional
5297 reduced load program with full retirement credit.
5298

- 5299 1. The option of reduced load may be exercised upon mutual agreement of both
5300 the District and the faculty member. Once the option is exercised, it is not
5301 revocable, and the faculty member may not return to a full-load, full-time
5302 status, unless agreed to by the Board of Trustees.
5303
- 5304 2. To be eligible to start the optional reduced load program, the faculty member
5305 must be fifty-five (55) years of age before the beginning of the academic
5306 semester in which the reduction in workload starts.
5307
- 5308 3. The faculty member must have been employed full-time as an academic
5309 employee of the District for at least ten (10) years prior to the request for
5310 reduced load.
5311
- 5312 4. Except for the reduction in salary, corresponding to the reduced load, the
5313 District will provide the part-time faculty member the same benefits provided
5314 a regular full-time (100%) faculty member.
5315
- 5316 5. The District and the faculty member shall agree to make contributions to the
5317 STRS equal to the amount required of a full-time (100%) faculty member.
5318
- 5319 6. The minimum reduced load shall be the equivalent of one-half (½) of the
5320 number of days of service required by the faculty member's contract of
5321 employment during the final year of service as a full-time (100%) position.
5322
- 5323 7. A faculty member on the optional reduced load program shall work for the
5324 duration of the reduction, as mutually agreed by the faculty member and the
5325 District, at a minimum:
5326
5327 a. 100% of one semester and 0% of the other semester, or

- 5328 b. 50% each semester, or
5329 c. Any assignment that will average 50% or more for two (2) semesters
5330 of the academic year.
5331

5332 An applicant for the optional reduced load program must submit an application for the
5333 optional reduced load program no later than February 1st for the following academic year.
5334

5335 Effective January 1, 2018:

- 5336
- 5337 • Participation in the Reduced Workload Program is not automatically terminated
5338 if a member performs creditable service on a full-time basis when the
5339 member was supposed to have a reduced workload. Therefore, unless the member
5340 and employer have a mutual agreement to terminate participation in the program,
5341 the school years in which a member performs creditable service on a full-time basis
5342 will still be included in the ten (10)-school year maximum for which the
5343 member is permitted to participate in the program.
5344
 - 5345 • If an employee whose agreement was terminated wishes to participate in the program
5346 again, any subsequent agreement to reduce the member's workload must meet all the
5347 eligibility requirements and a new Reduced Workload Program Eligibility
5348 Certification Application (ES-1161) must be submitted to CalSTRS.
5349

5350 It is the intent of the parties that this program be carried out in compliance with
5351 Government Code §20815, Educ. Code §§22713, 87483, 89516, and any other
5352 applicable law.
5353

5354 31.3. Consultant Contract Program for Retired Academic Employees
5355

- 5356 a. When need exists, the Board of Trustees may award consultancy contracts to
5357 retired faculty members of the District. Following are the rules and regulations for
5358 the implementation of programs of consultant contracts for retired faculty
5359 members.
5360

- 5361 (1) To be eligible to start the consultant contract program, the faculty member
5362 must be at least fifty-five (55) years of age before the beginning of the
5363 college year (July 1) in which the consultant contract starts.
5364
- 5365 (2) The faculty member must have been employed full-time (100%) or
5366 equivalent as an academic employee of the District for at least ten (10)
5367 years prior to the request to participate in the consultant contract program.
5368
- 5369 (3) The faculty member must have officially retired from the District prior to
5370 July 1 of the fiscal year in which the consultant contract begins.
5371
- 5372 (4) The contract may be written for a period of up to five (5) years or until the
5373 faculty member reaches the age of sixty-five (65), whichever comes first.
5374

- 5375 (5) The contract may be by mutual agreement for a specific annual project or
5376 service for not less than thirty (30) working days per year.
5377
5378 (6) The annual consultant contract compensation shall not exceed the
5379 maximum allowed under the Educ. Code for such services.
5380 (7) Faculty members opting for this program shall continue full-time faculty
5381 benefits, and receive improved benefits awarded all other full-time faculty
5382 members, through the duration of the contract.
5383
5384 (8) An applicant for the consultant contract program must make application
5385 for the program no later than February 1st to be eligible for the following
5386 year.
5387

5388 31.4. Health and Medical Benefits for Retirees
5389

- 5390 a. To be eligible for health and medical benefits after retirement, the faculty member
5391 shall concurrently retire from the District and STRS, and notify the District of
5392 their retirement from STRS by providing proof acceptable to the District of such
5393 retirement. If the retiree returns to active full-time service in a STRS contracting
5394 district they shall notify the District and the applicable insurance plan
5395 administrator of such action, at which time the benefits for both the retiree and
5396 their dependents as described in this provision shall cease.
5397
5398 b. Present medical, vision, and dental benefits for those retirees who were employed
5399 full-time by the District for ten (10) years immediately preceding the date of
5400 retirement and who have reached the age of fifty-five (55), and who meet the
5401 eligibility requirements described in section A above, and for the dependents of
5402 eligible retirees, shall continue until the retiree reaches the age of Medicare
5403 eligibility.
5404
5405 c. Medicare Eligibility and Continuation of Benefits
5406
5407 (1) The District will provide supplemental medical coverage for the retired
5408 faculty member, provided the retiree has purchased Medicare A and B
5409 coverage.
5410
5411 (2) If the retiree has reached the age of Medicare eligibility but does not
5412 qualify for Medicare, benefits for the retiree will continue under the
5413 following circumstances:
5414
5415 (a) The purchase of such coverage is permitted by the health carrier;
5416 and
5417
5418 (b) The retiree pays the full cost of the medical insurance, including
5419 any penalty, fee or other cost imposed by the insurance carrier if
5420 the retiree has not purchased Medicare A and B coverage.

- 5421
5422
5423
5424
5425
5426
5427
5428
5429
5430
5431
5432
5433
5434
5435
5436
5437
5438
5439
5440
5441
5442
5443
5444
5445
5446
5447
5448
5449
5450
5451
5452
5453
5454
5455
5456
5457
5458
5459
5460
5461
5462
5463
5464
5465
- (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

- 5466 (c) If the dependent is not eligible for Medicare or otherwise fails to
5467 purchase Medicare A and B coverage, the retiree shall pay any
5468 penalty, fee or other cost imposed by the insurance carrier.
5469
- 5470 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
5471 vision and dental benefits, for both themselves and for dependents, through the
5472 District's providers so long as:
5473
- 5474 (1) Such purchase is permitted by the health carrier;
5475
- 5476 (2) Benefits for retirees are grouped in a separate rate from the active/early
5477 retirees' group; and the retiree pays the full cost of such benefits.
5478
- 5479 e. Other coverage for the faculty member and coverage for the dependents is subject
5480 to applicable state and federal laws providing for such coverage.
5481

5482 31.5. Emeritus Faculty Privileges
5483

5484 a. Eligibility
5485

5486 Any full-time faculty member who retires from the District shall receive emeritus
5487 status. However, if a faculty member retires while on an administrative leave, and
5488 they desire emeritus status, the retiring faculty member must submit a request for
5489 emeritus status to the District Office of Technology and Learning. The Office of
5490 Technology and Learning will submit the matter to a special panel composed of
5491 two members appointed by the Academic Senate and two members appointed by
5492 the college president, and a fifth member to be determined by the appointed panel
5493 members. The special panel will make a recommendation to the Board of
5494 Trustees, which will determine whether to grant emeritus status to the faculty
5495 member. If the Board should elect not to follow the panel's recommendation, a
5496 written explanation of the Board's decision and its reasons will be made to the
5497 members of the panel.
5498

5499 b. Privileges
5500

- 5501 (1) Faculty members granted Emeritus status will be issued official college
5502 identification designating their status, and their names will be retained in
5503 the college catalog.
5504
- 5505 (2) Emeritus faculty will be granted lifetime event, library and faculty parking
5506 privileges, and upon request, lifetime email access.
5507



South Orange County Community College District

ACADEMIC SALARY SCHEDULES 2021-2024

Revision History

Board Approved: 09/27/2021

**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

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	1533	1594	1655	1716	1777	1838
Equivalent Hourly LHE Rate (for STRS)	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	1316	1369	1422	1475	1528	1581
Equivalent Hourly LHE Rate (for STRS)	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	2414	2511	2608	2705	2802	2899
Equivalent Hourly LHE Rate (for STRS)	72.71	75.63	78.55	81.48	84.40	87.32	90.24

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

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

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

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

**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

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
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
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 Pull-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
Equivalent Hourly LHE Rate (for STRS)	73.83	76.78	79.73	82.68	85.63	88.58	91.54

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

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

Performance Evaluation Review Faculty

Faculty Name:			
Position:			
Date of Evaluation:		Department:	
Evaluation Period: From:		To:	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		5	4	3	2	1	N/A
		<p align="center">Full- and part-time faculty</p> <ul style="list-style-type: none"> Follows the regulations, policies, and procedures of the college and district as published. Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes. Completes all program/college/district reporting deadlines on time. Completes and submits required documents in a timely manner. Follows district and college policies and procedures when applying for and accepting grants and other instructional resources. Teaches classes during the scheduled time and at the assigned location. Meets workload obligations. 		○	○	○	○
<p align="center">Full-time faculty only</p> <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"/>					
Evaluator Comments / Improvement Plan							
Faculty Comments							

<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"/>					
Evaluator Comments / Improvement Plan							
Faculty Comments							

CLASSROOM FACULTY MEMBERS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
		5	4	3	2	1	
<p align="center">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		5	4	3	2	1	N/A
		<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> 	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

STUDENT CONTACT AND SERVICE		5	4	3	2	1	N/A
		<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> 	○	○	○	○	○
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 align="center">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. 		○	○	○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

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. 		○	○	○	○
Evaluator Comments / Improvement Plan							
Faculty Comments							

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 align="center">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
				○	○	○	○
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: _____

Transfer of Evaluation Form

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

This evaluation was initiated by the evaluator above, but is now being transferred over to the dean in accordance to **Section 17.3.a.4.D.v** because of the specific concerns listed below:

Evaluator Signature	
Date	



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Office of Human Resources

949.582.4850 | www.socccd.edu

Statement of Grievance – Academic

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

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

Statement of Alleged Violation (Provide Complete Facts):

Relief Requested to Resolve this Grievance:

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD-FA

Date

Level One: Immediate Supervisor

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

Signature

Level Two: College President of Designee

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

Signature

Level Three: Chancellor or Designee

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

Signature

Level Four: Mediation

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

Signature

Level Five: Request for Arbitration

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

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

Signature
SOCCCD Faculty Association Representative

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

Saddleback College

Irvine Valley College

Name:

Last

First

Middle Initial

Division/School

Employee ID

Most recent Workload Banking Leave (if applicable)

Semester

Year

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

Fall 20____

Spring 20____

Summer 20____

ALL LHE AFFILIATED WITH THE TICKET NUMBERS BELOW WILL BE BANKED

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

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

Signed _____

Date _____

NOTIFICATION TO:

Division/School Dean

Signature _____

Date _____

Vice President for Instruction or
Vice President for Student Services

Signature _____

Date _____

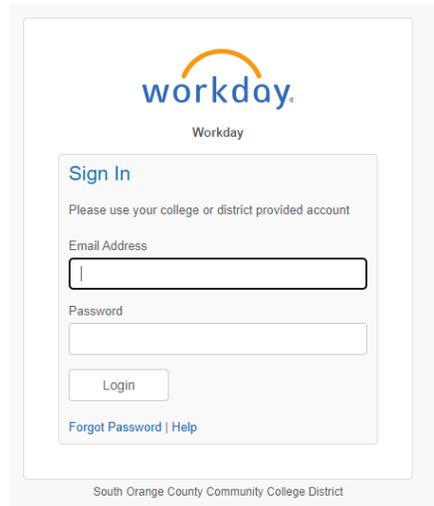
Workload Banking Leave Request

Workday Instructions

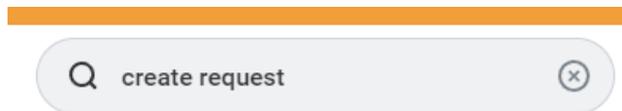
Step 1 – Log into Workday at <https://wd5.myworkday.com/socccd/login.flex> with your work email and password. If you have trouble logging in, contact the IT Service Desk for your college.

Saddleback: 949-582-4600

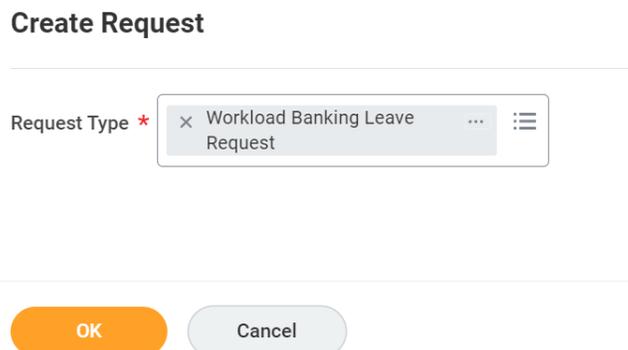
IVC: 949-451-5696



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



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



Step 4 – Complete the request.

Workload Banking Leave Request

Eligibility Requirements to Request Workload Banking Leave:

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

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

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

Requested year for Leave of Absence (Required)

- 2022
- 2023
- 2024
- 2025

Requested Semester for Leave of Absence (Required)

- Fall
- Spring

Enter the number of LHE Requested for Leave of Absence

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

- Yes, I certify
- I decline to certify

Submit

Save for Later

Cancel

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