

South Orange County Community College District



**South
Orange
County**

**Community
College District**

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

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**ARTICLE 1
AGREEMENT**

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

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**

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

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

ACADEMIC/CONTRACT YEAR

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

ACADEMIC CALENDAR

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

ADMINISTRATION

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

ASSOCIATION

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

BASE SALARY

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

BOARD POLICY

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

CAREER EDUCATION (or “Career Ed”)

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

CCR

The California Code of Regulations.

CHANCELLOR

South Orange Community College District chancellor.

183 CLOCK HOUR
 184 Sixty (60) minutes.
 185

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

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

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

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

203 CONTRACT YEAR
 204 See Academic Year above.
 205

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

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

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

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

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

226 DUTY DAYS

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

231 EDUCATION CODE (EDUC. CODE)

232 The California Education Code.
233

234 EERA

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

238 EXTRA DUTY DAYS

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

243 FACULTY

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

248 FACULTY MEMBER

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

252 FACULTY OBLIGATION NUMBER (FON)

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

258 FULL-TIME

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

261 FULL-TIME FACULTY EQUIVALENT DAY

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

264 GRIEVANCE

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

268 GRIEVANT

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

272 IMMEDIATE FAMILY

Immediate family includes the following:

- (1) A child of the employee or the employee's spouse or registered domestic partner, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child;
- (3) A spouse;
- (4) A registered domestic partner;
- (5) The spouse of a child, as defined in (1) above;
- (6) A grandparent of the employee or the employee's spouse or registered domestic partner;
- (7) A grandchild of the employee or the employee's spouse or registered domestic partner;
- (8) A sibling of the employee or the employee's spouse or registered domestic partner;
- (9) The spouse of a sibling, as defined in (8) above; or
- (10) Any relative living in the immediate household of the employee.

IMMEDIATE SUPERVISOR

The administrator who has immediate supervision of a faculty member.

INSTRUCTOR

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

LABORATORY (INSTRUCTIONAL ACTIVITY)

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

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

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

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

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

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

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

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

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

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

363 PERB

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

PRACTICUM (INSTRUCTIONAL ACTIVITY)

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

PRESIDENT

College president for each campus in the District.

PROBATIONARY FACULTY

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

PROFESSIONAL DEVELOPMENT OBLIGATIONS

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

REASSIGNED TIME

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

SALARY SCHEDULE

The appropriate schedule as set forth in Appendix A.

SOCCCD

South Orange County Community College District.

STRS

California State Teachers Retirement System

TENURE REVIEW COMMITTEE (TRC)

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

TENURED FACULTY

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

VICE CHANCELLOR

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

VICE PRESIDENT

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

WORKLOAD

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

WORKSITE

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

ARTICLE 5
RECOGNITION

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

**ARTICLE 6
ASSOCIATION RIGHTS**

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

xx. Hire date.

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

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

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

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

(California Government Code §3558)

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

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

- a. The Association will provide the names of faculty members receiving the reassigned time to supervising college administrators and the Office of the Vice Chancellor of Human Resources no later than May 1st for the fall semester and October 1st for the spring semester.
- b. The Association will receive forty-eight (48) LHE per year, to be utilized at the discretion of the Faculty Association.

- 592 c. The Association will have the right to purchase up to twelve (12) additional LHE
593 per year from the District, to be utilized at the discretion of the Faculty
594 Association.
595
- 596 d. Additional LHE will be added for summer use only:
597
- 598 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary
599 Schedule for the president;
600
- 601 (2) One (1) LHE as described in the Part-time Classroom Academic Salary
602 Schedule, or during periods when the parties are in formal negotiations to
603 establish a new collective bargaining agreement, three (3) LHE, for the
604 chief negotiator.
605
- 606 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve
607 as an elected officer of the Association, or of any statewide or national public employee
608 organization with which the Association is affiliated, or to be used for local, state, or
609 national conferences, or for conducting other business pertinent to the Association's
610 affairs.
611
- 612 a. For a leave of fewer than five (5) days, these representatives shall be excused
613 from their duties upon a minimum of a two (2) days' advance notice to the college
614 president by the Association president or designee. For leave of longer than five
615 (5) days, the college president will receive a minimum of ten (10) days' notice.
616
- 617 b. The Association shall reimburse the District for all compensation paid to the
618 employee on account of the above leave within ten (10) days after receiving the
619 District's certification of payment of compensation to the employee.
620
- 621 c. The leave of absence without loss of compensation provided for by this section is
622 in addition to the released time without loss of compensation granted to
623 Association officers or designees in Section 6.7. above.
624
- 625 (Educ. Code §87768.5)
626
- 627 6.9. New Employee Orientation
628
- 629 a. "New employee orientation" refers to the process by which a newly hired public
630 employee – whether in person, online, or through other means or media – is
631 advised of their employment status, rights, benefits, duties and responsibilities, or
632 any other employment-related matters.
633
- 634 b. The District shall provide the Association with access to its new employee
635 orientations. The Association shall receive not less than ten (10) days' notice in
636 advance of an orientation, except that a shorter notice may be provided in a

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

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

- 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**

9.1. Placement of new positions

- a. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article 5. If not covered in Article 5, placement shall be negotiated with the Association.
- b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to Public Employees Relations Board (PERB).

9.2. Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated. The job announcement under which a faculty member is hired shall be maintained in the personnel file.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by the District while the faculty member is in their position if the change is necessary to provide the faculty member with a full load for temporary appointment. The temporary appointment is not to exceed two semesters and must be in a discipline for which the faculty member meets minimum qualifications. The temporary appointment may be extended beyond two semesters by mutual agreement between the District and the Association.

9.3. Vacant positions

- a. Vacancies shall be posted for a minimum of thirty (30) business days prior to being filled.
- b. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON).

ARTICLE 10
ORGANIZATIONAL SECURITY

- 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

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

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

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ARTICLE 12
BOARD POLICIES

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

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

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

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 13.3.b.(1) 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 13.3.c.(3) 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.

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

1101 c. District and a Faculty Member Ownership
1102

- 1103 (1) In the absence of a specific separate agreement between a faculty member
1104 and the District as described in Section 13.3.c.(3) below, in the event that
1105 the District has provided extraordinary support for the development of
1106 intellectual property (including for intellectual property created under a
1107 grant), and the publication, distribution, performance, sale or other use of
1108 that intellectual property as authorized by the faculty member and/or the
1109 District results in income, the faculty member(s) will retain the right to
1110 exclusive ownership of the intellectual property, but the District will have
1111 the right to recover reimbursement for costs not to exceed the amount of
1112 the extraordinary support provided for that project.
1113
- 1114 (2) One or more faculty members may enter into a separate agreement with
1115 the District for the creation of intellectual property, including intellectual
1116 property developed under a grant, requiring the use of extraordinary
1117 support from the District. Such agreements will be in writing, and will
1118 determine the respective ownership interest of the faculty member(s) and
1119 the District in that intellectual property.
1120
- 1121 (3) If the creation of intellectual property requires rights (e.g., re-publication
1122 rights) to be acquired from third parties, such rights shall be acquired and
1123 paid for by the party who is to hold the ownership rights for that
1124 intellectual property. In a circumstance in which ownership rights for
1125 intellectual property are shared between the District and a faculty member
1126 or members, the cost of acquired rights will be shared proportionally to the
1127 amount of shared ownership.
1128

1129 d. Faculty-District Affiliation
1130

- 1131 (1) Faculty members who engage in publication or public presentation using
1132 any kind of media of works or inventions that they have created as a work
1133 or invention for hire or with extraordinary support from the District shall
1134 identify their relationship with the college or District during their term of
1135 employment by the District.
1136
- 1137 (2) The faculty member may request of the District exemption from this
1138 requirement, and the District may agree to exempt the faculty member
1139 from identifying their affiliation with the District or the college.

1140 (3) The District may require the faculty member not to identify their
1141 relationship with the District, and the faculty member will agree not to use
1142 the District's or college's name, or will stop using the District's or
1143 college's name as soon as reasonably possible.
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ARTICLE 14
ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE,
AND PROFESSIONAL DUTIES

14.1. Right of Assignment

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

14.2. Contract Year

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

14.3. Hours of Service

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

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

advisement may take place either in person, or through telephone or online (e.g., the approved District LMS or email) consultation.

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

(2) Non-classroom Assignment:

- (a) Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.
- (b) Non-classroom part-time faculty may be approved for up to 1.5 hours per semester of optional professional development training with a focus on effective and equitable teaching and learning practices or other DEIA related training in support of students. Additional hours of paid professional development may be approved by the appropriate vice president. Such training shall be paid at the hourly stipend rate.

14.4. Professional Duties within the Hours of Service

a. Each faculty member shall:

- (1) Comply with their individual workload assignments.
- (2) Comply with the applicable Course Outline of Record(s) (COR) for their assignment(s).
- (3) Participate in SLO assessment and, for full-time members, program review, college accreditation processes, and curriculum and program development, updates, and technical/program reviews, as appropriate.
- (4) Make a syllabus accessible to students and upload to a District-approved repository.
- (5) Respond to and evaluate student work regularly and consistently, inform students on a timely basis of their progress in the course throughout the term, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each term.

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

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- (14) Full-time faculty members shall provide an average of one (1) hour per week of college service as mutually agreed upon with their dean/academic administrator. These activities are intended to support the division, college and/or District goals through active participation in one or more of the following college service categories:
 - a) Committee work on the department, division/school, college, and/or district level
 - b) Non-classroom college, district, or community activities
 - c) Department/division/school activities, events, or meetings
 - d) Student club advisor activities or events.

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

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

ARTICLE 15
WORKLOAD

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 thirty (30) LHE, LHE in excess of thirty (30), but not to exceed thirty-two (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 thirty (30), but not exceeding thirty-two (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

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

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

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

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

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

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

(5) Lecture Provisions:

- (a) The dean/academic administrator will determine and approve section cancellations.
- (b) The minimum section enrollment will be eighteen (18) for classes capped at twenty-five (25) or below, or twenty-two (22) for a class capped above twenty-five (25).
- (c) The dean/academic administrator may authorize a section with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, program completion, and intercollegiate athletics.
- (d) Large Lecture Assignments: Large lecture sections are those with an enrollment of more than forty-five (45) students. The following conditions apply:
 - i. Large lecture sections must be pre-approved and scheduled by the dean/academic administrator.

- ii. The course must be listed in the general catalog of the college and offer units.
- iii. Consent of the faculty member(s) is required.
- iv. Large lecture compensation will be calculated on Census Day using the following formula: For sections with an enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload according to the ratios defined in Section 15.3.f. of this Article).
- v. Large lecture compensation will not apply to the ten (10) LHE overload limit.

(e) Team Teaching Section: The total LHE assigned to the team that teaches the section normally shall not exceed the total LHE assigned to the course. The following conditions apply:

- i. Mutual consent of the affected faculty members and the dean/academic administrator is required.
- ii. All faculty members are responsible for participating in the preparation, teaching, and grading for the class in proportion to the amount of LHE each receives.
- iii. A team-taught section will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members.
- iv. In the event that a team-taught section is identified as a large lecture section (refer to Section 15.2.b.(5).(d) of this article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the section.

(f) Directed (independent) Study: Directed (independent) study sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean/academic administrator. All academic employees are eligible to instruct a directed study section(s). The following conditions apply:

- i. The dean/academic administrator will identify and/or approve all directed study sections.
- ii. Consent of the faculty member is required.
- iii. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
- iv. Directed study sections will not count toward the faculty member's contractual load.
- v. The faculty member shall be compensated with LHE according to the appropriate Academic Salary Schedule (Appendix A) for eight (8) contact hours (Section 15.2.b.(5).(d) above).
- vi. Directed study sections may involve from one (1) to no more than three (3) students.
- vii. A syllabus or course outline of record and student contract for each study section must be on file with the dean/academic administrator.
- viii. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
- ix. A project, test, paper and/or presentation must be successfully completed by each student.

(g) Productivity Incentive and Class Averaging:

- i. Faculty members who have an average of forty-five (45) students per section, or a total of two hundred twenty-five (225) students for the semester, shall be allowed to teach the total of two hundred twenty-five (225) students in no fewer than four separate sections.
- ii. Faculty members who have an average of thirty (30) students per section or greater (150 students per semester), shall be allowed to teach one (1) section which does not meet the minimum enrollment as defined in Section 15.2.b.(5).(d).iii above, provided they still have one hundred fifty (150) students.

- iii. A faculty member may not claim large lecture compensation (see Section 15.2.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 thirty (30) LHE per academic year. Load hours will focus on direct student contact, outreach, and program specific assignments. The dean/academic administrator has the right to assign to and/or approve of each full-time faculty member's load.
- (1) Tutorial coordinators, librarians, learning disability specialists, and counseling hours will be calculated on a clock hour (sixty (60) minutes) basis (or portions thereof).
- | | <u>Clock Hours</u> | <u>LHE for Load</u> |
|-----------------------|--------------------|---------------------|
| Tutorial Coordination | 2 | 1 |
| Library | 2 | 1 |
| Counseling | 2 | 1 |
| Learning Disability | 2 | 1 |
- (2) Lecture instruction (refer to Article 4 and Section 15.2. of this Article):
- (a) Counselors and Librarians may be assigned a maximum of six (6) LHE of classroom assignment per semester within their workload.
- (b) Learning Disability Specialists' assignments may vary.
- d. All Learning Center assignments will be exclusively tutorial.
- 15.3. Overload
- a. All overload assignments are voluntary.
- b. The dean/academic administrator will consider full-time faculty for overload assignments before part-time faculty members receive assignments. A full-time faculty member's overload will be used to replace that faculty member's regular load should classes get cancelled. If overload is used to make regular load, the overload may not be replaced.
- c. Overload assignments may not exceed ten (10) LHE per semester. In an emergency situation, an exception may be made that allows a faculty member to exceed ten (10) LHE of overload with the approval of the College President.
- d. Only full-time faculty members can work overload.

- e. Instructional assignments outside the traditional fall and spring semester do not constitute an overload assignment.
- f. Overload assignments will be calculated by the following ratios and compensated in accordance with the appropriate academic salary schedule:

	<u>Contact Hours</u>	<u>LHE</u>
Lecture	1	1
Laboratory	1	1
Practicum	1	1
Learning Center/Tutorial	2	1
	<u>Clock Hours</u>	<u>LHE</u>
Tutorial Coordination	2	1
Library	2	1
Counseling	2	1
Learning Disability	2	1

15.4. Part-Time Workload

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

- a. Part-time faculty members may accept employment and workload assignments. The following consideration, order of employment (offer), and conditions apply in order of priority for the fall and spring semesters:
 - (1) Full-time faculty members will receive their assigned workloads and appropriate overload(s).
 - (2) Part-time faculty members establish priority rehire eligibility and receive assignments as follows:
 - (a) Priority rehire eligibility is established in each program or department within each college separately, and is not transferable.
 - i. Classified employees and managers teaching part-time are not eligible for priority rehire eligibility.
 - ii. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time teaching assignments specifically connected to the intercollegiate

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

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

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

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

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

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

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

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

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

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

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Section 17.3 of this Agreement,

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)

- (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 or while a part-time faculty member is under formal or informal investigation, the District has the following options:

- 1) the part-time faculty member can be offered one section the following semester regardless of PRE status; or
- 2) the District can decide to suspend the employee’s PRE status for one semester while an investigation is conducted; and
 - (i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to

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

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

- ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.
- iii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.
- iv. Semesters that a part-time faculty member is on a Human Resources-approved leave shall not count in calculating the average LHE/semester.
- v. For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.
- vi. For a classroom assignment, a course will not be considered available if:
 - a) all scheduled sections of that course have already been offered and accepted by a full-time faculty member as part of a load or overload;
 - b) all scheduled sections of that course have already been offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.(2).(h) below;
 - c) no sections of that course are scheduled at times meeting the availability of the part-time faculty

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

- 1962 c. Once a formal offer of an assignment has been made, the part-time faculty
1963 member will have five (5) days to accept or decline in writing part or all of the
1964 assignment. Failure to accept an assignment within five (5) days of the date of the
1965 formal offer may result in the loss of priority rehire eligibility rights for that
1966 semester.
1967
- 1968 d. The dean/academic administrator may cancel the assignment of any part-time
1969 faculty member to provide a full load (15 LHE) assignment to a full-time faculty
1970 member.
1971
- 1972 e. Once an assignment has been offered to and accepted by the part-time faculty
1973 member, the dean/academic administrator may not cancel the assignment of any
1974 part-time faculty member for the purpose of providing a full-time faculty member
1975 with overload.
1976
- 1977 f. A maximum assignment within the District for part-time faculty will be no more
1978 than sixty-seven percent (67%) of a full-time faculty load or twenty (20)
1979 equivalent LHE per academic year and no more than eighty percent (80%) of a
1980 full-time faculty load or twelve (12) equivalent LHE in any given semester, so
1981 long as the annual load is no more than sixty-seven percent (67%) or twenty (20)
1982 LHE. (Educ. Code §87482.5)
1983
- 1984 Any part-time faculty member employed for more than seventy-five percent
1985 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given
1986 semester will be entitled to full-time faculty benefits and paid for that semester
1987 according to the Full-time Academic Salary Schedule (Appendix A).
1988
- 1989 g. Part-time faculty members may provide service in professional ancillary activities
1990 and be compensated for such services which will not impact their status as a
1991 temporary employee. (Educ. Code §87482.5)
1992
- 1993 h. Part-time faculty will be paid for the first week of an assignment when a section is
1994 canceled less than one week before the section is scheduled to begin.
1995 If a section meets more than once per week, part-time faculty should be paid for
1996 all section meetings that were scheduled for that week. (Educ. Code, §87482.8(b))
1997
- 1998 i. Part-time assignments will be calculated and compensated by the following ratio:
1999

	<u>Contact Hours</u>	<u>LHE</u>
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Lecture	1	1
Laboratory	1	1
Practicum	1	1
Learning Center/Tutorial	2	1

	<u>Clock Hours</u>	<u>LHE</u>
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2008	Tutorial Coordination	2	1
2009	Library	2	1
2010	Counseling	2	1
2011	Learning Disability	2	1

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

15.5. Work Experience

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

- a. The following conditions apply to all faculty members:
 - (1) Mutual consent of the faculty member and the dean/academic administrator is required.
 - (2) Enrollments and the combination of sections will be monitored and determined by the dean/academic administrator on Census Day for assignment of workload.
 - (3) Faculty members assigned WE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
 - (a) they have been at the worksite previously;
 - (b) the student is repeating the course at the employer's worksite;
 - (c) the worksite has been the site of numerous previous assignments by other students at the college;
 - (d) the worksite location is greater than fifteen (15) miles from the college;
 - (e) the faculty member and student are on different work schedules;
 - (f) the faculty member and student are working in a virtual office; or
 - (g) in case of emergency or security of the instructor/student.

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 email/internet.

- (4) The faculty member must maintain and submit all appropriate documentation according to CCR, Title 5 §55256.
- (5) Compensation for WE instruction is .18 LHE as listed in the appropriate academic salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the dean/academic administrator. Documentation must be submitted by the grading deadline.

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

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

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

- a. The dean/academic administrator will consider for assignment full-time faculty members who meet minimum qualifications within their respective organizational unit, followed by part-time faculty members who have achieved eligibility for rehire priority as defined in Section 15.4.(a).(2) et seq. followed by all other faculty.
- b. Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.

- c. Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a fulltime instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean/academic administrator on a case-by-case basis. Credit for large lecture as described in Section 15.2.b.(5).(d) of this article will not count within the eighty percent (80%) limitation.
- d. Assignments will be calculated by the following ratios and compensated in accordance with the appropriate Academic Salary Schedule (Appendix A):

	<u>Contact Hours</u>	<u>LHE</u>
Lecture	1	1
Laboratory	1	1
Practicum	1	1
Learning Center/Tutorial	2	1
	<u>Clock Hours</u>	<u>LHE</u>
Tutorial Coordination	2	1
Library	2	1
Counseling	2	1
Learning Disability	2	1

15.7. Extra Duty Days

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

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

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

2168

2169 In the event of postseason competition, assigned coaches of that sport will receive

2170 one additional extra duty day compensation for each week of post-season play.

2171 This compensation will be provided to the faculty member starting within sixty

2172 (60) days after the post-season play is completed and prorated over the annual

2173 contract.

- 2174
- 2175 b. The following provisions will apply to all full-time assigned Extra Duty Days:
- 2176
- 2177 (1) During the Extra Duty Days, faculty members shall perform regular and
 - 2178 normal instructional activities. Specific activities for this additional time
 - 2179 will be mutually agreed upon in advance by faculty members and their
 - 2180 dean/academic administrator.
 - 2181
 - 2182 (2) Mutually agreed upon activities will be documented in writing.
 - 2183
 - 2184 (3) If a full-time faculty member is not available to accept an extra-duty day
 - 2185 assignment, a part-time faculty member may be employed in that capacity.
 - 2186 The part-time faculty member will receive a stipend equivalent to the pro-
 - 2187 rated compensation for those duty days as determined by the part-time

2188 faculty member's appropriate placement on the Academic Salary
2189 Schedule.

2190
2191 (4) Extra Duty Days can be used within or outside of the 178-day contract
2192 year.

2193
2194 (5) Activities performed as part of an Extra Duty Day assignment may not
2195 coincide with the faculty member's regular contractual load assignments,
2196 scheduled overload, summer assignments, stipend assignments or
2197 reassigned time.

2198
2199 (6) All faculty members assigned Extra Duty Days will have their salaries
2200 adjusted to reflect the additional time. Such adjustments will be made on a
2201 per diem basis, and the total amount of base salary plus adjustments
2202 constitutes the contracted salary for that individual.

2203
2204 15.8. Unpaid Work Exchange:

2205
2206 a. Faculty members shall request an exchange in writing.

2207
2208 b. The request must have written approval of both parties and the dean/academic
2209 administrator.

2210
2211 c. The exchange is on an hour-for-hour basis and will be completed before the end
2212 of the following semester.

2213
2214 d. A faculty member may participate in no more than four (4) unpaid exchanges for
2215 any one section during any academic year.

2216
2217 e. Unpaid faculty exchanges will not affect regular compensation or leaves as
2218 described in Article 24, Leaves.

2219
2220 15.9. Compensated Duties Beyond Instructional Assignments

2221
2222 a. Faculty members may accept additional duties and responsibilities in a specific
2223 activity including but not limited to chairing or coordinating.

2224
2225 b. Forms of Compensation for Duties beyond Instructional Assignments

2226
2227 (1) Stipend: When a faculty member accepts a stipend assignment the
2228 following conditions apply:

2229
2230 (a) The dean/academic administrator will assign and approve all
2231 stipends in their area.
2232

- (b) All stipends will be in addition to the faculty member's workload assignment.
 - (c) Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment, and which will require the faculty member to verify completion and/or satisfaction of the assignment to the designated administrator for that assignment.
 - (d) Compensation for stipends shall be calculated at one-half of the highest hourly rate on the Full-Time Classroom Overload Academic Salary Schedule. (Appendix A).
- (2) Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties. The following conditions apply:
- (a) Reassigned time may be recommended by the appropriate administrator.
 - (b) Consent of the faculty member is required, except in cases where a faculty member is unable to make load.
 - (c) Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
 - (d) Faculty members receiving reassigned time will be eligible for additional workload assignments.
 - (e) The appropriate dean/academic and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project. For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.
 - (f) The reassigned time allocated to the bargaining unit as described in Section 6.7, may not be converted to a stipend.

c. Department Chair Compensation

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

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

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

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

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

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

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

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

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

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 4	Tier 1	Tier 2	Tier 3
Compensation	2.1	0.6	1.1	1.6
Total Compensation:				5.4 LHE

(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/academic administrator to perform chair duties for less than the entire summer, the Chair will be paid in accordance with Section 15.9.c.(5) below:

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

(5) Supplemental Duty Compensation

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

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

d. Coordinator Compensation

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

ARTICLE 16
PART-TIME FACULTY

16.1. General Provisions

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

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

16.3. Workload (see Article 15)

16.4. Evaluations (see Article 17)

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

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

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

16.6. Benefits (Article 27)

16.7. Wages (Article 30)

**ARTICLE 17
EVALUATIONS**

Purpose

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

17.1. Probationary Faculty Evaluations

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

a. Evaluation Timelines

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

(1) First Contract Year

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

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

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

b. 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). In order to receive a year's credit toward attainment of tenure, the faculty member must work at least seventy-five percent (75%) of the academic year (Educ. Code §87605). However, during the second, third, or fourth contract years, time spent on paid or unpaid leave of absence for the reasons stipulated below may (as determined by the District) be included in computing the seventy-five percent (75%) requirement if the faculty member serves sufficient time during the year to allow for the evaluation process to be completed in the fall semester (Educ. Code §87606) and the evaluation had no pending areas for improvement. Qualifying leaves include:

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

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

(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). 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)).

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

b. Tenure Review Committee (TRC) and Peer Evaluators

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

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

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

The TRC will be comprised of the following four persons:

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

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

- (3) In addition, the probationary faculty member will be responsible for selecting a full-time faculty member to serve as a mentor, who will be an advisory member of the TRC. The purpose of the mentor is to serve as an advisor to support and assist the probationary faculty member. The mentor will attend all TRC meetings where the probationary faculty member is present, but will not contribute to the writing or creation of the evaluation report. The mentor may also attend TRC meetings where the probationary faculty member is not present but is not required to do so. The mentor is not required to do an observation, but may at the request of the probationary faculty member. The mentor should be a faculty member who is familiar with the tenure review process and evaluation procedures as contained in the Academic Employee Collective Bargaining Agreement and with department and division/school policies and procedures. Probationary faculty members may replace their faculty mentor at their discretion.
- (4) The appointed members of the TRC shall remain the same throughout the entire tenure review process except in extenuating circumstances. If a participating faculty member of the TRC becomes unavailable or unable to continue, or if a conflict of interest is identified as agreed to by the Association and the District, the dean/academic administrator shall appoint a replacement faculty member in consultation and consensus with the department chair(s) or the Academic Senate if the conflict is with the department chair or there is no department chair.

c. Probationary Faculty Evaluation Components

(1) Self-Evaluation

- (a) It is essential that each probationary faculty member take full responsibility for the appropriate portions of their tenure review process.
- (b) The probationary faculty member will submit to the TRC a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances); awards and achievements; appropriate class materials such as sample syllabi and assignments; goals and objectives for the next evaluation cycle; mentoring opportunities; and other pertinent documents, as determined by the probationary faculty member.
- (c) The college shall provide course success data disaggregated by race/ethnicity to the faculty member, and if any of the groups represented in this data shows consistently lower success rates, the faculty member will provide a brief self-assessment of how they

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

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

(2) Instructional Activity Observations

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

- (a) The probationary faculty member and the TRC members will mutually agree on the course(s) or equivalent in which the scheduled observation(s) will take place, so that the faculty member may be observed under optimum conditions for displaying their abilities.
- (b) Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For online classes, the probationary faculty member will present the course to the member(s) of the TRC during an observation lasting at least fifty (50) minutes.

(3) 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 to 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. The objective will be to determine the student response to areas such as the

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

- (c) For those faculty members who engage in instruction outside of the classroom, including librarians, counselors, and learning disability specialists, student surveys will be collected within five (5) days of student contact sessions (i.e., student appointments or reference desk visits) during a designated four-week period each fall and spring semester.
- (d) Throughout the probationary period, student surveys shall be available to the TRC and may be used in the faculty performance evaluation. Results of the student surveys will be discussed with the probationary faculty member; however, the student surveys themselves will not be available to the faculty member until after the due date for grades.
- (e) Student surveys alone may never be used as the sole justification for an overall evaluation rating.

(4) Report Preparation

- (a) The TRC will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
 - i. the materials from the probationary faculty portfolio;
 - ii. results of observations and student surveys;
 - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy, Administrative Regulations, and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy, Administrative Regulations, and the appropriate job posting;
 - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.

- 2764 (b) Faculty members shall not be held accountable for any aspect of
2765 the educational program over which they have no authority.
2766
2767 (c) Evaluations are to be based on the materials described in this
2768 article. Hearsay statements, rumors or information from
2769 anonymous sources, other than student evaluations, shall be
2770 excluded from written evaluations. The TRC may include in the
2771 written evaluation information which has been documented
2772 through a completed investigation subsequent to a complaint, the
2773 findings of which investigation have been delivered to the faculty
2774 member under evaluation prior to the inclusion of this information
2775 in the evaluation report.
2776

2777 (5) Follow-up Procedures
2778

- 2779 (a) If the faculty member's performance receives an overall rating
2780 below "Meets Standards," the TRC will develop a performance
2781 improvement plan, including follow-up activities, dates of
2782 completion, and measurable outcomes to address those
2783 performance issues requiring correction. A performance
2784 improvement plan may be developed by the TRC for a rating
2785 below "Meets Standards" in any individual category. A
2786 performance improvement plan shall not be required for
2787 probationary faculty members who have been notified that they
2788 will not be recommended for further employment with the District.
2789
2790 (b) The TRC, including the mentor, will meet with the probationary
2791 faculty member to discuss the summary report.
2792
2793 (c) On behalf of the TRC, the dean/academic administrator will
2794 forward recommendation(s), with appropriate supporting
2795 documentation, to the appropriate vice president and president.
2796
2797 (d) An additional evaluation may be scheduled during the spring
2798 semester if desired by the TRC.
2799

2800 (6) Administration Review
2801

- 2802 (a) The appropriate vice president will:
2803
2804 i. review recommendation(s),
2805
2806 ii. forward recommendation(s), including their
2807 recommendations based upon their direct observation, to
2808 the president.
2809

- (b) The president will:
- i. review recommendation(s),
 - ii. forward recommendation(s), including their recommendations based upon their direct observation, to the Chancellor.
- (c) The Chancellor will:
- i. review recommendation(s),
 - ii. forward recommendation(s), including their recommendations, to the Board of Trustees.

17.2. Tenured Faculty Evaluation

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

a. Evaluation Timelines

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

b. Tenured Faculty Evaluation Process

(1) Self-Evaluation

- a) The faculty member will submit to the dean/academic administrator a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances); awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents, as determined by the tenured faculty member.
- b) The College shall provide course success data disaggregated by race/ethnicity to the faculty member, and if any of the groups

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

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

(2) Instructional Activity Observation

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

- (a) The faculty member and dean/academic administrator or designee will mutually agree on the course(s) or equivalent in which the scheduled observation(s) will take place, so that the faculty member may be observed under optimum conditions displaying their abilities.
- (b) Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For online classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.

(3) Peer Observation

- (a) Only one peer observation is required for each faculty member being evaluated.
- (b) The 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.

- (c) Once the dean/academic administrator sends a request, the faculty member being evaluated shall respond to the dean/academic administrator's request for the three peer observer names within five (5) calendar days or the dean/academic administrator shall make the Peer Observer selection in consultation with the department chair.
- (d) By the third (3rd) week of the semester in which a tenured faculty member is being evaluated, they will select one of the options described below and inform the dean/academic administrator in writing.
- i. Option 1: The peer observer will conduct an observation based on a classroom/worksite/electronic visitation.
- 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) The peer observer shall submit written comments to the dean/academic administrator, which will be provided to the faculty member being evaluated and attached to the evaluation as a peer review component.
- ii. Option 2: The peer observer will review the student evaluations from the previous six (6) semesters, if available. This is a pilot program and is being added as an alternate option for the peer review process for years 1 and 2 of the contract. The parties agree to meet in May 2026 to evaluate issues/concerns related to Option 2 and reopen the article for revision and/or an extension of the program. If no student evaluations are available, the faculty member being evaluated must select Option 1.
- a) The peer observer shall review the student evaluations, discuss the results of the evaluations with the faculty member being evaluated, and submit written comments to the dean/academic administrator, which will be

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

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

(4) Student Surveys

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

Required Minimums based on census enrollments:

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

- 2992 2) Class sizes of 31 to 74 need at least 8 student respondents;
2993
2994 3) Class sizes of 75+ would need at least 15 student respondents.
2995
2996 (e) For those faculty members who engage in instruction outside of the
2997 classroom, including librarians, counselors, and learning disability
2998 specialists, student surveys will be collected within five (5) days of
2999 student contact sessions (i.e., student appointments or reference
3000 desk visits) during a designated four-week period each semester.
3001 There is no minimum percentage of student survey responses
3002 required. However, if there are fewer than eight (8) respondents to
3003 the survey, such responses may only be used by the dean/academic
3004 administrator for the purpose of ensuring that the faculty member
3005 is meeting their professional obligations and/or adhering to Board
3006 Policy and Administrative Regulations requirements, after
3007 validation by the dean/academic administrator.
3008
3009 (f) Student surveys alone may never be used as the sole justification
3010 for an overall evaluation.
3011
3012 (5) Report Preparation
3013
3014 (a) The dean/academic administrator will complete a Faculty
3015 Performance Evaluation Report (Appendix B), including a
3016 recommendation of continued employment, based upon:
3017
3018 i. the materials from the faculty portfolio;
3019
3020 ii. results of observations by the dean/academic administrator
3021 or designee and peer observer;
3022
3023 iii. results of student surveys from the evaluation period;
3024
3025 iv. items relevant to the instructional duties assigned to the
3026 faculty member, including adherence to Board Policy and
3027 college processes and deadlines;
3028
3029 v. a review of activities which are outside of the instructional
3030 duties, including those defined within Board Policy;
3031
3032 vi. information regarding participation in curriculum
3033 development and review, and in development and
3034 assessment of student learning outcomes. Any information
3035 included in the faculty member's evaluation regarding
3036 participation in curriculum or student learning outcome
3037 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 shall be excluded from written evaluations. The dean/academic administrator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

c. Follow-up Procedures

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

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

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

17.3. Part-Time Faculty Evaluations

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

a. Evaluation Timelines

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

3095 b. Part-time Faculty Evaluation Process
3096

3097 (1) Self-Evaluation
3098

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

3123 (2) Instructional Activity Observation
3124

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

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

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

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

(c) 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.

(3) Peer Observation

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

(b) The 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.

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

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

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

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

3176 faculty member may be observed under optimum
3177 conditions for displaying their abilities.
3178

3179 b) The observation shall last at least fifty (50) minutes.
3180 For online classes, the faculty member will present the
3181 course to the peer evaluator during an observation
3182 lasting at least fifty (50) minutes.
3183

3184 c) The peer observer shall submit written comments to
3185 the dean/academic administrator, which will be
3186 provided to the faculty member being evaluated and
3187 attached to the evaluation as a peer review component.
3188

3189 ii. Option 2: The peer observer will review the student
3190 evaluations from the previous six (6) semesters, if available.
3191 This is a pilot program and is being added as an alternate
3192 option for the peer review process for years 1 and 2 of the
3193 contract. The parties agree to meet in May 2026 to evaluate
3194 issues/concerns related to Option 2 and reopen the article for
3195 revision and/or an extension of the program. If no student
3196 evaluations are available, the faculty member being evaluated
3197 must select Option 1.
3198

3199 a) The peer observer shall review the student evaluations,
3200 discuss the results of the evaluations with the faculty
3201 member being evaluated, and submit written
3202 comments to the dean/academic administrator, which
3203 will be provided to the faculty member being
3204 evaluated and attached to the evaluation as a peer
3205 review component.
3206

3207 b) Option 2, if selected, may only be used once every 6
3208 years. Therefore, if Option 2 is selected in any given
3209 academic year, the faculty member will be required to
3210 use Option 1 in the subsequent evaluation cycle.
3211

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

3217 (4) Student Surveys 3218

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

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

- (b) Student surveys will be conducted in all classes taught by the faculty member during the fall and spring semesters so that faculty can use them for self-improvement. Student surveys are to be initiated prior to December 1 for the fall semester and prior to May 1 for the spring semester. Student surveys will be available to the faculty member after the due date for grades.
- (c) The objective of student surveys is to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs. When a faculty member is being evaluated, the student surveys for each of the semesters within the formal evaluation period will be available to the dean/academic administrator or designee and the information may be used in the faculty performance evaluation.
- (d) There is no minimum percentage of student survey responses required. However, if student respondents for any one class fall below the required minimums (as outlined below), such responses may only be used by the dean/academic administrator for the purpose of ensuring that the faculty member is meeting their professional obligations and/or adhering to Board Policy requirements, after validation by the dean/academic administrator.

Required Minimums based on census enrollments:

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

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

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

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

(5) Report Preparation

- (a) The dean/academic administrator will complete a Faculty Performance Evaluation Report (Appendix B), including a recommendation of continued employment, based upon:
 - i. the materials from the faculty portfolio;
 - ii. results of observations by the dean/academic administrator or designee and peer observer, 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/academic administrator, under the following circumstances:

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

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

17.4 Violations of the Evaluation Process

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

ARTICLE 18
PERSONNEL FILES

18.1. General Provisions

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

18.2. Access to Files and Release of Personnel Information

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

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

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

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

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

18.3. Placement of Material in Personnel Files

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

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

3404 shall limit the right of a faculty member to grieve disciplinary actions, including
3405 but not limited to documents which are punitive or disciplinary in nature.
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- 3407 c. A faculty member shall have the right to place in the file such material, within
3408 reason, as they determine may be directly related to their position as a faculty
3409 member.
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ARTICLE 19
TRANSFERS

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) required 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) required minimum qualifications as defined Title 5, §53410, (2) reasonableness, and (3) seniority have been appropriately considered. However, seniority shall not be a consideration in circumstances where an actual conflict of interest exists.
- 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 (except in circumstances where an actual conflict of interest exists).
- 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

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

ARTICLE 21
HEALTH AND SAFETY

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

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

- 21.7. Each faculty member shall adhere to the District's safety rules and policies for the well-being of the students and faculty members of the District, and shall attend all scheduled District safety training sessions which are related to their assignments, or as determined to be mandatory by agreement between the District and the Association, or required by law or regulation.
- 21.8. The District shall take all necessary and immediate action to contain or mitigate all reported work-related incidents of violence or threats of bodily harm towards faculty members.
 - a. If the incident or threat is witnessed or received directly by the affected faculty member, the faculty member shall immediately report it to their dean/academic administrator and/or campus police.
 - b. If the incident or threat is witnessed or received by another college or district employee and is reported to the District, the District will immediately notify impacted faculty member(s) of the received threats and of actions being taken to assure their safety.
 - c. The District shall conduct an investigation of all legitimate work-related threats and alleged work-related incidents of violence towards a faculty member and contain or mitigate as necessary. During the period of investigation and mitigation, if the faculty member feels endangered, they may request that the District make a reasonable effort to ensure a safe work environment by doing such things as changing the class location, providing on-site security, reassigning or removing the student, or other remedies.
- 21.9. If the SOCCCD chancellor or college president, or their designee, orders an immediate evacuation of three (3) days or fewer of the campus or any part of the campus in response to an emergency, faculty members shall not suffer a loss of pay or deductions from accumulated sick leave during the period of such evacuation, and shall remain available for immediate return to work after the situation is resolved and a clearance is issued.
- 21.10. In extended emergency situations, the District, in consultation with the Association, will establish safety protocols related to the return to work.
- 21.11. The District will establish a permanent District-wide Health and Safety Committee with proportional representation from district administration, college administration, and all bargaining groups. The Committee shall meet as needed or within thirty (30) days from the date a request is made by either the Faculty Association or the District.

ARTICLE 22
LAY-OFF PROCEDURES AND FACULTY SERVICE AREAS

22.1. General Provisions

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. Faculty Service Areas

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

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

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

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

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

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

3678 through the District equivalency process for determination.

- 3679
- 3680 (2) If the new hire believes that they qualify for an FSA through equivalency,
- 3681 a petition for equivalency in that FSA must be submitted and approved
- 3682 through the District equivalency process. All petitions for equivalency
- 3683 should be submitted on or before February 1st in order to ensure that
- 3684 equivalency can be considered in any reduction in force proceedings
- 3685 during that academic year.

- 3686
- 3687 e. In subsequent years, all full-time faculty members shall be permitted to add any
- 3688 additional FSA's for which they qualify. All applications shall be received on or
- 3689 before February 15th in order to be considered in any reduction in force
- 3690 proceedings during that academic year. [Per Ed. Code 87743.3]

- 3691
- 3692 (1) Where the full-time faculty member clearly possesses the specified
- 3693 minimum qualifications as determined by the California Community
- 3694 Colleges Chancellor's Office, Human Resources shall certify the applicant
- 3695 as meeting the requirements for the FSA. In all other cases, the application
- 3696 shall go through the District equivalency process for determination.

- 3697
- 3698 (2) If a full-time faculty members believes that they qualify for an FSA
- 3699 through equivalency, a petition for equivalency in that FSA must be
- 3700 submitted and approved through the District equivalency process. All
- 3701 petitions for equivalency should be submitted on or before February 1st in
- 3702 order to ensure that equivalency can be considered in any reduction in
- 3703 force proceedings during that academic year.

- 3704
- 3705 f. During the term of the contract in which this revised article is enacted, a process
- 3706 will be established to allow current full-time faculty members to add all FSAs for
- 3707 which they qualify, as specified in 22.2.c.

- 3708
- 3709 g. The District Human Resources Office shall maintain a list of the FSA's and the
- 3710 faculty members assigned to each. A list of FSA's for each faculty member shall
- 3711 be maintained as a part of the faculty member's personnel file and each faculty
- 3712 member shall have access to their FSA list annually.

3713

3714 22.3 Layoff Procedures

- 3715
- 3716 a. Prior to issuing any layoff notice, the District shall notify the Association of the
- 3717 intent to layoff any full-time faculty member.
- 3718
- 3719 b. Within ten (10) days of the issuance of layoff notices to impacted unit members,
- 3720 the District shall meet with the Association to negotiate the impact of the
- 3721 District's potential determination to lay off unit members regarding any matters
- 3722 not covered by this Article, and shall provide the Association with the following:
- 3723

- 3724 (1) A list of all full-time faculty issued layoff notices;
3725
3726 (2) The FSA's for which each full-time faculty member is qualified, as
3727 determined by 22.2;
3728
3729 (3) A list of all temporary, part-time, or other employees performing bargaining
3730 unit work, indicating the number of hours per week worked by each
3731 employee;
3732
3733 (4) A class size report comparing current, pre-layoff status with the projected
3734 class size impact resulting from contemplated layoffs; and
3735
3736 (5) A list of assignment/reassignment and transfer changes contemplated as a
3737 result of anticipated layoffs.
3738

3739 c. The services of no tenured employee may be terminated under this section while
3740 any temporary employee, probationary employee, or other employee with less
3741 seniority is retained to render a service in an FSA for which the records of the
3742 District reflect that the tenured employee possesses the minimum qualifications as
3743 prescribed by the California Community Colleges Chancellor's Office.
3744

3745 d. The Board of Trustees shall make assignments and reassignments in such a
3746 manner that faculty shall be retained to render any service which their seniority
3747 and qualifications entitle them to render.
3748

3749 e. If it becomes necessary for a reduction in force (layoff), full-time faculty
3750 members assigned to an FSA subject to such layoff shall be laid off in reverse
3751 order of seniority within the District (Educ. Code §87743). Probationary full-time
3752 faculty subject to any such lay-offs shall have a 24-month right of reemployment
3753 in any position in which they meet minimum qualifications as set forth in the
3754 Education Code Section 87745. Tenured full-time faculty members will have a
3755 39-month right of reemployment in any position in which they meet minimum
3756 qualifications as set forth in Education Code Section 87744.
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3758 f. Members of the bargaining unit who are laid off shall receive:
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3760 (1) Any negotiated items agreed to between the Faculty Association and District
3761 upon formal notification of the layoff(s); plus:
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3763 (2) Up to five (5) days of paid leave to be used in seeking other employment; and
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3765 (3) Continued enrollment in any health plans and welfare benefits offered by the
3766 District. The District shall pay the full cost of such plans for the laid off unit
3767 member and their dependents for a period of ninety (90) days following the
3768 date health and welfare benefits would otherwise expire. Thereafter, the laid-

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

ARTICLE 23
DISCIPLINE PROCEDURES

- 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.

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/academic administrator 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

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

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

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

25.2. Scheduling of grievance meetings

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

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

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

25.3. Time Limits

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

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

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

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

e. Time or procedural steps may be waived at any step by mutual written agreement.

f. The parties agree that the grievance timelines shall be tolled (paused) during summer between the end of the spring semester and the beginning of the Fall semester, and during winter break between the end of the Fall semester and the beginning of the spring semester. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the spring semester and, if left unresolved until the beginning of the following Fall semester, could result in harm to the grievant, the time limits set forth herein may be adjusted by mutual agreement so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District.

25.4. Grievance Procedure

a. Level I – Immediate Supervisor

(1) The grievant shall present their grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District Grievance Form (Appendix D) within 180 calendar days after the grievant could have known or reasonably known of the alleged violation of the contract. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.

(2) Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

b. Level II – President or Designee

(1) In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the president, within ten (10) days of receiving the Level I decision, or when it should have been received.

(2) In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.

(3) The president, or designee, shall hold a conference with the grievant upon request of either party. The president, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance

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

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

c. Level III – Chancellor or Designee

- (1) If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
- (2) The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
- (3) The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
- (4) The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

d. Level IV – Mediation

- (1) If the grievant is not satisfied with the decision at Level III, the grievant, with the consent of the Association, may request that the grievance be submitted to mediation for review. The request should be made to the Vice Chancellor of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or the date the decision should have been received.
- (2) Should the District and Faculty Association not mutually agree on a mediator:
- (a) Within five (5) working days of receipt of a written request to proceed to mediation, the District will request a list of seven (7) mediators from the from the California State Mediation and Conciliation Service.
- (b) Within ten (10) days after receipt of the list, a representative of the District and a representative of Association shall alternately strike names from the list until only one name remains. The first strike shall be determined by coin flip.

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

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

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

(7) Arbitrator's Recommendation

- (a) The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days have elapsed from receipt prior to the Board meeting, and providing neither party moves to correct or vacate the award pursuant to the California Code of Civil Procedures.
- (b) The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

4181 **ARTICLE 26**

4182 **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE**

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4184 26.1. Bonded Sabbatical

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4186 At the discretion of the Board of Trustees, upon the recommendation of the District
4187 Sabbatical Committee, the District may grant a sabbatical to eligible faculty members
4188 (Educ. Code §§87767 and 87768).
4189

4190 a. Purpose

4191
4192 A sabbatical is to allow for the professional enhancement of the faculty member.
4193 Such professional enhancement shall be to the benefit of the faculty member, their
4194 college, students, and/or to the District. The value of what the faculty member
4195 may contribute following their return includes, but is not limited to, the areas of
4196 pedagogy, curriculum development, and the culture of the college and the
4197 community it serves.
4198

4199 b. Length of Sabbatical

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

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

4207 c. Eligibility

- 4208
4209 (1) Any tenured full-time faculty member who has served the District for at
4210 least six (6) consecutive years without a break in service (Educ. Code
4211 §87768) is eligible for a sabbatical. No more than one such sabbatical may
4212 be granted to a faculty member in each seven-year period. Tenured
4213 faculty members who become administrators within the District will retain
4214 the sabbatical eligible years they accrued while serving as faculty and can
4215 utilize those years if they return to being a fulltime faculty member.
4216
4217 (2) An eligibility list will be prepared by the Human Resources Office no later
4218 than July 1st of the preceding year and sent to all full-time faculty
4219 members.
4220

4221 d. Acceptable Sabbatical Projects

4222 A sabbatical may be granted for any of the following purposes:
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- 4225 (1) Professional study related to assigned discipline(s) or for the purpose of
4226 retraining when there is a scheduled phase-out in a discipline and/or
4227 program.
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- 4229 (2) Completion of courses for an advanced degree related to assigned
4230 discipline(s) or in advanced studies related to higher education.
4231
- 4232 (3) Special project, research or assignment that relates to the goals and
4233 mission of the college and District.
4234
- 4235 (4) Travel related to assigned discipline, course and/or program of faculty
4236 member.
4237
- 4238 e. Sabbatical Committee
4239
- 4240 (1) Each division/school will be entitled to one (1) faculty representative for
4241 every thirty-two (32) full-time faculty members or portion thereof. Each
4242 college president will appoint one college administrator to be a member of
4243 the committee. The chancellor will select a vice chancellor to serve as co-
4244 chair of the committee.
4245
- 4246 (2) The committee members will elect a faculty co-chair from among its
4247 membership.
4248
- 4249 (3) Members of the Sabbatical Committee may not submit a sabbatical
4250 proposal nor serve in the year following the completion of a sabbatical.
4251
- 4252 (4) Each sabbatical Committee member will have one (1) vote.
4253
- 4254 (5) The Sabbatical Committee shall have as its sole responsibility the handling
4255 of matters pertaining to bonded sabbaticals.
4256
- 4257 (6) The Sabbatical Committee shall meet during September each year to
4258 establish procedures and policies within the scope of this Master
4259 Agreement.
4260
- 4261 (7) The Sabbatical Committee shall also establish all timelines for the
4262 application and approval process provided that all recommendations for
4263 sabbaticals shall be forwarded to the Chancellor no later than December
4264 20th.
4265
- 4266 f. Number of Sabbaticals and Priority Determinations for Committee Consideration
4267
- 4268 (1) The number of sabbatical semesters available for consideration by the
4269 Sabbatical Committee shall be calculated as 4.63% of the full-time faculty
4270 semester/year obligation as reported by the Chancellor's Office, California

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

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

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

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

- 4285
4286 (a) A first-time applicant will be given priority over applicants who
4287 have had a previous sabbatical.
4288
4289 (b) Thereafter, applicants will be determined by seniority of service
4290 and by the quality of the proposal as ranked by the Sabbatical
4291 Committee.
4292
4293 (c) In the event of a tie when all previous criteria have been met, the
4294 tie shall be broken by a majority vote of the Sabbatical Committee.

4295
4296 g. Application Process

- 4297
4298 (1) Faculty members shall be notified by the Sabbatical Committee of their
4299 eligibility to apply for a sabbatical and provided with instructions for
4300 completing the application form and the final report. In addition, faculty
4301 members will be informed of all necessary deadlines and procedures.
4302
4303 (2) The faculty member shall discuss the proposed sabbatical project with
4304 division/school peers, department chair, division/school dean/academic
4305 administrator, appropriate vice president, and solicit input/feedback.
4306
4307 (3) The faculty member shall submit to the college president a copy of their
4308 sabbatical proposal (or a rough draft thereof) for input and feedback. The
4309 president may provide comments and indicate one of the following:
4310
4311 (a) SUPPORT: The sabbatical proposal (with input as indicated) can
4312 be forwarded to the committee.
4313
4314 (b) NON-SUPPORT: The sabbatical proposal will be returned to the
4315 faculty member with recommendations to warrant the president's
4316 support.

- 4317 i. In the event where the college president does not support a
4318 sabbatical proposal, the faculty member may:
4319
4320 a) reconsider the president's input and resubmit the
4321 sabbatical proposal to the President, or
4322
4323 b) rescind the sabbatical proposal, or
4324
4325 c) forward the sabbatical proposal to the Sabbatical
4326 Committee with the president's comments and non-
4327 support.
4328
4329 d) The non-support of the college president shall be
4330 considered by the Sabbatical Committee.
4331
4332 (4) The faculty member shall submit their sabbatical proposal with all
4333 required forms and documents to the Sabbatical Committee prior to the
4334 deadline date.
4335
4336 (5) Under exceptional circumstances, the Sabbatical Committee co-chairs may
4337 choose to consider late applications. The Committee co-chairs must agree
4338 on whether the criteria for exceptional circumstances is sufficient and
4339 whether or not it will consider a late application.
4340
4341 h. Approval Process
4342
4343 (1) Following procedures and guidelines established by the Sabbatical
4344 Committee and set forth herein, the Committee shall approve (or
4345 disapprove) each sabbatical application by a majority vote of the
4346 Committee and forward their approved sabbatical list to the college
4347 president(s) no later than December 10th.
4348
4349 (2) The names of committee-approved applicants for a sabbatical shall be
4350 forwarded to the Chancellor for recommendation to the Board of Trustees
4351 no later than December 20th.
4352
4353 (3) The Board of Trustees may grant a sabbatical (Educ. Code §§87767 and
4354 87768) to eligible faculty members whose applications have been
4355 approved by the Sabbatical Committee.
4356
4357 (4) Each faculty member shall be notified on or before March 1st regarding
4358 the acceptance or rejection of their sabbatical request.
4359
4360 (5) In the event there are multiple sabbatical requests in the same department
4361 for the same period, the dean/academic administrator may defer a board-

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

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

4380 i. Length and Conditions for a Sabbatical

4381

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

- 4408 (6) A sabbatical shall be counted as experience for advancement on the salary
4409 schedule.
4410
- 4411 (7) Academic credits earned while on sabbatical or professional development
4412 activity may be used toward salary increments the following academic
4413 year, in accordance with the existing board policies.
4414
- 4415 j. Guarantees
4416
- 4417 (1) The faculty member must agree to return to the District for a period of
4418 service equal to twice the period of the sabbatical (Educ. Code, §87770).
4419
- 4420 (2) The faculty member shall be returned to the same or comparable position
4421 held at the time the sabbatical was granted. If conditions arise which
4422 would make it necessary to change the faculty member's assignment, the
4423 faculty member shall be notified, whenever possible, before the change
4424 becomes effective. Nothing in this paragraph is intended to be in conflict
4425 with Educ. Code §87774.
4426
- 4427 (3) The written agreement between the District and the faculty member
4428 includes a bond paid for by the District. The bond covers pay and the
4429 District's cost of employee benefits. If the bond is forfeited, any
4430 repercussions from the bonding company are the sole responsibility of the
4431 faculty member (Educ. Code §§87770 and 87771).
4432
- 4433 k. Evidence of Completion
4434
- 4435 (1) Upon completion of the sabbatical and within sixty (60) days of the
4436 faculty member's return to duty, a narrative report shall be submitted to
4437 the Sabbatical Committee for review and acceptance (or non-acceptance).
4438 This report will include:
4439
- 4440 (a) a record of the activity such as, transcripts of study completed, a
4441 copy of the product developed, and/or an evaluation of the project
4442 pursued;
4443
- 4444 (b) a discussion of its impact on teaching and learning;
4445
- 4446 (c) a description of how the sabbatical information will be used in a
4447 professional development plan;
4448
- 4449 (d) a narrative on how the information contributes to the benefit of the
4450 students and to the District.
4451

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

4465 1. Status Changes Relating to an Approved Sabbatical
4466

4467 Once the faculty member has been approved by the Board of Trustees for a
4468 sabbatical activity, it is the faculty member's responsibility to inform in writing
4469 the Sabbatical Committee co-chairs of any change(s) in status with the sabbatical
4470 from the time the faculty member knows or should have known of a change.
4471

4472 (1) Project
4473

4474 In the original application, the faculty member requests time to complete a
4475 project with a stated outcome; however, circumstances, conditions, etc.,
4476 identified in the application sometimes change. The faculty member must
4477 submit a request for change to the Sabbatical Committee, college
4478 president, and Chancellor, and seek approval from the Board of Trustees
4479 before implementing any changes with the sabbatical project.
4480

4481 (2) Extenuating Circumstances
4482

4483 In the event that an extenuating circumstance occurs (such as, natural
4484 disaster, long term family illness) that may impact the content and/or
4485 timelines of the sabbatical project, the faculty member must report such
4486 change to the Sabbatical Committee, college president, Chancellor, and
4487 seek approval from the Board of Trustees before implementing any
4488 changes with the sabbatical project.
4489

4490 (3) Serious or Long-Term Illness/Injury of the Faculty Member
4491

4492 It is the responsibility of the faculty member to notify the vice chancellor
4493 of Human Resources or designee within thirty (30) days from the onset or
4494 change in physical condition.
4495

4496 26.2. Professional Development Leave
4497

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

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

ARTICLE 27
BENEFITS

27.1. Full-time Faculty Health Insurance

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

27.2. Part-Time Faculty Health Insurance Allowance

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

Parameters:

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

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

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

* Subject to Article 27.2.b

- b. The District shall provide a monthly allowance to qualified part-time faculty members for the purpose of purchasing comprehensive health insurance. The total amount of the allowance will be \$768,000 per semester. Once all eligible employees and amounts have been determined, if the total amount is greater than \$768,000 per semester, the allowance amounts will be reduced proportionately so that the total amount equals but does not exceed \$768,000 per semester.
- c. This allowance shall be applied toward a qualified voluntary comprehensive health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:

- 4591 (1) Eligibility is reviewed each fall and spring semester. No allowance will be
4592 paid during the summer session.
4593
- 4594 (2) The faculty member must have completed four (4) semesters of
4595 employment in the district.
4596
- 4597 (3) The faculty member must be employed for a minimum of nine (9) LHE in
4598 the District in the 12-month period ending at the end of the prior semester
4599 (summer session counts toward meeting this requirement).
4600
- 4601 (4) The faculty member had assignments in the District in at least four (4) of
4602 the semesters during the prior three (3) academic years. Summer session
4603 does not count toward meeting this requirement.
4604
- 4605 (5) The faculty member must work a minimum of three LHE in the District
4606 during the semester in which the District allowance is disbursed.
4607
- 4608 (6) Each semester the faculty member must submit the following to the
4609 District Business Office no later than September 10th and February 10th by
4610 5 p.m. (PST) in order to be eligible for the District allowance:
4611
- 4612 (a) A signed affidavit and official documentation of current enrollment
4613 and monthly premium cost paid by the employee in a voluntary
4614 Bronze, Silver, Gold, or Platinum medical plan provided through
4615 Covered California under the Patient Protection and Affordable
4616 Care Act, or an equivalent comprehensive medical or health
4617 insurance plan.
4618
- 4619 (b) If coverage is terminated, the part-time faculty member must notify
4620 the District within ten (10) days of the date of termination. If the
4621 policy is terminated, the benefit will cease for the remainder of the
4622 semester.
4623
- 4624 (c) This program is subject to random District audits.
4625
- 4626 d. The District allowance will cease if the employee no longer meets the
4627 requirements of the above criteria.
4628
- 4629 e. The District allowance shall be paid through payroll and will be prorated over the
4630 number of paychecks received by the eligible faculty member each fall and spring
4631 semester.
4632
- 4633 27.3. Dental Insurance
4634
- 4635 The District shall pay one hundred percent of the premium for dental insurance for
4636 faculty members working seventy-five percent (75%) or more of a full-time contract and

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

27.4. Vision Insurance

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

27.5. Employee Assistance / Mental Health Program

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

27.6. Life Insurance

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

27.7. Long Term Disability Insurance

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

27.8. Long Term Care Insurance

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

27.9. Legal Assistance Program

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

4683 27.10. Coverage Period

4684
4685 Full-time faculty members shall receive qualifying benefits from the first of the month
4686 following their first contractual day of their first academic year with the District. In each
4687 succeeding year, coverage will be continuous unless a faculty member resigns, retires,
4688 otherwise separates from employment, or as otherwise specified in this agreement, in
4689 which case the benefits will end the last day of the month when employment ends.
4690

4691 27.11. Benefits During a Leave

4692 Faculty members shall receive medical, dental, vision, and life insurance benefits while
4693 on a leave of absence in accordance with the following conditions:
4694

- 4695 a. Faculty members shall continue to receive insurance benefits while on paid leaves
4696 of absence.
- 4697
4698 b. A faculty member on an unpaid leave of absence due to illness shall continue to
4699 receive insurance benefits, provided by the District, during the leave of absence
4700 but not to exceed twelve (12) months following the exhaustion of all leaves;
4701 provided, however, that if the faculty member has been employed for a period of
4702 ten (10) years or more in the District, and has reached the age of fifty-five (55),
4703 the District will provide health benefits for the absent faculty member until that
4704 faculty member is able to return to duty, elects to retire as specified in Section
4705 31.4. below, or is separated from the District.
4706
- 4707 c. Faculty members on unpaid leave longer than one year are eligible to apply for
4708 employee paid insurance coverage under Consolidated Omnibus Budget
4709 Reconciliation Act (COBRA).
4710

4711 27.12. Tax Sheltered Annuities

4712
4713 Faculty members may participate in tax sheltered annuity plans from the District's
4714 approved list of vendors. The District will provide payroll deduction for this purpose.
4715

4716 27.13. Medical Examinations and Tests

4717
4718 Medical examinations and tests required by the District for employment shall be paid by
4719 the District.
4720

4721 27.14. Parking

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

27.15. Change in Level of Benefit

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

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

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

4838 28.3. Criteria to earn banked workload credit:

4839

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

4858 (1) Lecture Assignments (contact hour)

4859

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

4865

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

4869
 4870 (2) Non-Lecture Assignments (clock hour)

4871
 4872 Thirty (30) clock hours = 1 LHE

	<u>Clock Hours</u>	<u>LHE for Load</u>
4873		
4874		
4875		
4876	Tutorial Coordination 2	1
4877	Library 2	1
4878	Counseling 2	1
4879	Learning Disability 2	1

4880
 4881 f. Banked workload credit cannot be earned:

4882
 4883 (1) while on a reduced workload assignment;

4884
 4885 (2) while on sabbatical.

4886
 4887 28.4. Criteria to redeem banked workload credit:

4888
 4889 a. A full-time faculty member must have enough LHE banked to cover the requested
 4890 leave prior to submitting a banked workload leave request form.

4891
 4892 b. Only tenured faculty members may schedule a banked workload leave.

4893
 4894 c. To schedule a banked workload leave, the faculty member must submit the
 4895 Workload Banking Leave Request Form (Appendix F) to their dean/academic
 4896 administrator no later than February 1st for the fall semester and no later than
 4897 September 1st for the spring semester.

4898
 4899 (1) Every effort shall be made to accommodate a faculty member's request to
 4900 redeem banked workload credit; however, it is recognized that a banked
 4901 workload leave may be postponed under circumstances in which the
 4902 absence of the faculty member would jeopardize the educational program.
 4903 The dean/academic administrator shall put in writing any postponement of
 4904 the request to redeem banked workload credit.

4905
 4906 (2) When two or more faculty members from the same department or area
 4907 apply to schedule banked workload leave and both/all cannot be
 4908 accommodated, those faculty members who have not previously taken
 4909 banked workload leave shall have priority in order of seniority. The
 4910 remaining faculty will be given priority for the following semester.

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

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

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

4930 28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable
4931 election for workload banking, the faculty member shall not be entitled to cash out except
4932 under one of the following circumstances:
4933

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

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

4948 28.7. Record Keeping
4949

4950 Banked workload credit shall be submitted by each college and tracked by the District.
4951 The District shall maintain banked workload balances in the District’s Enterprise
4952 Resource Planning (ERP) system.
4953
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ARTICLE 29
LEAVES

29.1. General Provisions

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

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

a. Paid Leave: Unless otherwise provided in this article, a faculty member on a paid leave shall be entitled to:

- (1) return to the same or comparable position which they held immediately before commencement of the leave,
- (2) receive credit for annual salary increments provided during their leave,
- (3) receive during their leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

b. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this article, a faculty member on an unpaid leave shall be entitled to:

- (1) return to the same or comparable position which they held immediately before commencement of the leave,
- (2) request the continuation of health benefits during the duration of unpaid leave or purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.

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

Requests must be submitted by the approved process to the appropriate dean/academic administrator and college president. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's

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

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

29.2. Sick Leave

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

.0558 hours sick leave per contact hour paid

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

- b. Pursuant to Labor Code §233, a full-time faculty member may use up to six (6) days and a part-time faculty member may use up to three (3) days of accrued and available sick leave entitlement to attend to an illness of an immediate family member as defined in Article 4.
- c. Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.
- d. Verification of Illness or Injury: Verification will ordinarily not be required for short term absences. A doctor's certification or other acceptable form of verification may be required however, for absences exceeding five (5) calendar days, situations where there is a doubt as to the employee's fitness to return to work, or where the appropriate administrator has reason to believe that there may be an abuse of sick leave.
- e. Notification of Absence: Faculty members shall submit their absences and leave requests to the appropriate dean/academic administrator as soon as practicable prior to the start of the faculty member's assignment.

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

g. Sick Leave Deduction Process:

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

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

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

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

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

29.3. Maternity Leave

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

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

29.4. Paid Parental Leave

- a. 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. 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 during the twelve month period after the child's birth or placement. Additionally, once per twelve (12) months, the District shall provide a period of one (1) workweek of fully-paid parental leave, which shall not be drawn from any existing leave banks, to be used prior to and consecutively with the twelve (12) workweeks of partially paid leave described below. Full-time faculty shall receive their regular pay and benefits, and part-time faculty shall receive pay based on their assignment(s) during the one (1) workweek of District-paid leave.
- c. 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.
- d. An employee shall not be provided more than one twelve (12) week period for parental leave during the twelve (12) month period after the birth or placement of the child.
- e. 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.
- f. 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 fifty (50) percent of the employee's regular salary for the remaining portion of the 12-workweek of the parental leave.

(Educ. Code §87780.1.;CA DE 8520)

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 fifty (50) percent 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 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been exhausted. Extended illness leave is not available for absences that arise under Labor Code §233 (see Section 29.2 above).

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

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

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

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

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

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

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

29.7. Personal Necessity Leave

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

- a. "Personal Necessity" means any activity, including those pursuant to the California Education Partnership Act (California Labor Code § 230.8), which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- b. Full-time faculty members are entitled to use up to six (6) days per year of personal necessity leave to be deducted from sick leave.
- c. Part-time faculty members' personal necessity leave is deducted in hourly increments. Part-time faculty members are entitled to use up to sixty (60) percent of their sick leave allotment for a given semester for personal necessity leave.
- d. Unused personal necessity days do not accrue for use in future years.
- e. Personal necessity days do not carry over from year to year.
- f. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
- g. A faculty member shall not be required to give reasons for the use of such leave.

29.8. Bereavement Leave

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

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

c) Verification

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

29.9. Jury Leave

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

29.10. Reproductive Leave Loss

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

29.11. Legislative Leave

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

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

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

29.12. Professional Development Leave

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

29.13. Family and Medical Leave

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

a. Terms of Leave

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

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

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.

5367 29.14. Verification of Leave Use

5368
5369 With the exception of Personal Necessity (29.7) and sick leave use of five (5) days or less
5370 (29.2), the District may require documentation to support the use of leaves.
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ARTICLE 30
WAGES

30.1. General Provisions

a. Faculty Compensation

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

30.2. Salary Schedules

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

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

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

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

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

5459 Thirteen (13) steps plus one longevity step in the third column at Year 15
 5460
 5461 Eighteen (18) steps plus one longevity step in the fourth column at Year
 5462 20
 5463
 5464 Twenty-three (23) steps plus one longevity step in the fifth column at Year
 5465 25
 5466
 5467 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall
 5468 be defined as the base salary. The dollar amount in column 1, step 1, of the
 5469 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of
 5470 the immediate prior Faculty Salary Schedule and any negotiated and
 5471 agreed upon adjustments for the given year.
 5472
 5473 (3) The first step of each column will increase by 5.5555% of the base salary
 5474 over the first step of the previous column.
 5475
 5476 (4) Each step in each column will increase by 3.70365% of the base salary
 5477 over the previous step.
 5478
 5479 b. Part-time Classroom Academic Salary Schedule (see Appendix A):
 5480
 5481 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven
 5482 columns, with one step in each column.
 5483
 5484 (2) For 2024-2025, the value of the first column will be equivalent to 71.00%
 5485 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 5486 the Full-time Academic Salary Schedule, as reflected in the following
 5487 formula:
 5488
 5489
$$.7100(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

 5490
$$\text{Schedule 2}))$$

 5491
 5492 For 2025-2026, the value of the first column will be equivalent to 71.50%
 5493 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 5494 the Full-time Academic Salary Schedule, as reflected in the following
 5495 formula:
 5496
 5497
$$.7150(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

 5498
$$\text{Schedule 2}))$$

 5499
 5500 For 2026-2027, the value of the first column will be equivalent to 75.00%
 5501 of 1/15 (6.67%) of one-half the value of the first step of the first column in
 5502 the Full-time Academic Salary Schedule, as reflected in the following
 5503 formula:

5504 .7500 (.0667(column 1, step 1 of the Full-time Academic Salary
5505 Schedule 2))
5506

5507 (3) Each succeeding column will increase by four percent (4%) of column 1
5508 over the previous column.
5509

5510 (4) In recognition of the value of part-time faculty to the District and its
5511 students, both parties agree to continue to work towards defining and
5512 achieving parity between full-time and part-time faculty in future
5513 contracts.
5514

5515 c. Full-time Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5516 Salary Schedule (see Appendix A):
5517

5518 (1) The Full-time Classroom Overload and Part-Time Non-Classroom
5519 Tutorial Academic Salary Schedule shall consist of seven columns, with
5520 one step in each column.
5521

5522 (2) For 2024-2025, the value of the first column will be equivalent to 60.95%
5523 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5524 the Full-time Academic Salary Schedule, as reflected in the following
5525 formula:
5526

5527 .6095 (.0667(column 1, step 1 of the Full-time Academic Salary
5528 Schedule 2))
5529

5530 For 2025-2026, the value of the first column will be equivalent to 61.35%
5531 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5532 the Full-time Academic Salary Schedule, as reflected in the following
5533 formula:
5534

5535 .6135(.0667(column 1, step 1 of the Full-time Academic Salary
5536 Schedule 2))
5537

5538 For 2026-2027, the value of the first column will be equivalent to 64.38%
5539 of 1/15 (6.67%) of one-half the value of the first step of the first column in
5540 the Full-time Academic Salary Schedule, as reflected in the following
5541 formula:
5542

5543 .6438 (.0667(column 1, step 1 of the Full-time Academic Salary
5544 Schedule 2))
5545

5546 (3) Each succeeding column will increase by four percent (4%) of column 1
5547 over the previous column.
5548

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

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

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

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

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

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

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

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

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

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

30.3. Salary Schedule Column Placement Criteria

All degrees or units must be from accredited educational institutions.

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

b. Column II

- 5595 (1) Master's Degree, or
5596
5597 (2) Bachelor's Degree plus 40 semester units, including Master's Degree.
5598
5599 c. Column III
5600
5601 (1) Master's Degree plus 20 semester units, or
5602
5603 (2) Bachelor's Degree plus 50 semester units, including Master's Degree.
5604
5605 d. Column IV
5606
5607 (1) Master's Degree plus 40 semester units, or
5608
5609 (2) Bachelor's Degree plus 70 semester units, including Master's Degree, or
5610
5611 (3) Permanent Vocational Credential received prior to establishment of the
5612 Community College Credential and Bachelor's Degree.
5613
5614 e. Column V
5615
5616 (1) Earned Doctorate, or
5617
5618 (2) Master's Degree plus 60 semester units, or
5619
5620 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or
5621
5622 (4) Permanent Vocational Credential received prior to establishment of the
5623 Community College Credential and Master's Degree.
5624
5625 30.4. Previous Experience Credit for Initial Step Placement
5626
5627 a. Instructional experience
5628
5629 At the time of initial employment, new full-time faculty members will be given
5630 schedule placement credit for full- and or part-time instruction, counseling,
5631 coaching, or librarian experience, whichever applies to the assignment. The
5632 experiences may be at any accredited high school (grades 9-12), college or
5633 university. Instructional experiences of the equivalent of thirty (30) LHE will
5634 equal one year of experience. Previous experience credit will be given as follows:
5635
5636 0-1 years of experience – placement on step 1
5637
5638 2 years of experience – placement on step 2
5639
5640 3 years of experience – placement on step 3

4 years of experience – placement on step 4

5 years of experience – placement on step 5

6 or more years of experience – placement on step 6

b. Non-instructional occupational experience

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

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

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

30.5. Step and Column Movement

a. Step advancement

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

b. Column Advancement

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

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

5710 30.6. Doctoral Stipends
5711

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

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

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

5729 30.8. Increase in Compensation
5730

5731 a. For the 2024-2025 academic year, the Full-time Academic Salary Schedule will
5732 reflect an increase of 1.57% over the schedule of the previous year.
5733
5734 b. For the 2025-2026 academic year, the Full-time Academic Salary Schedule will
5735 reflect an increase of 3.43% over the schedule of the previous year.
5736
5737 c. For the 2026-2027 academic year, the Full-time Academic Salary Schedule will
5738 reflect an increase of 3.58% over the salary schedule of the previous year.
5739
5740 30.9 In 2026-2027, the District and the Association agree to re-open negotiations on salary if
5741 any of the following conditions exist:
5742
5743 a. The cost-of-living adjustment (COLA) funded by the State of California exceeds
5744 3.43% for 2025-2026.
5745 b. The cost-of-living adjustment (COLA) funded by the State of California exceeds
5746 3.58% for 2026-2027.
5747 c. The cost-of-living adjustment (COLA) funded by the State of California is equal
5748 to or less than 2.08% for 2026-2027.
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ARTICLE 31
RETIRED FACULTY BENEFITS

31.1. Retirement Incentive Programs

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

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

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

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

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

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

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

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

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

5845 Effective January 1, 2018:
5846

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

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

5864 31.3. Health and Medical Benefits for Retirees 5865

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

5869 termination of employment but prior to the conclusion of an evidentiary hearing is
5870 no longer eligible to receive retiree health and medical benefits. Should the
5871 faculty member proceed to an evidentiary hearing, the faculty member shall be
5872 put on paid administrative leave and retain health benefits throughout the
5873 evidentiary hearing and until a decision is rendered but shall lose all rights to
5874 those benefits should the District prevail at the conclusion of the hearing. The
5875 faculty member in good standing shall concurrently retire from the District and
5876 STRS, and notify the District of their retirement from STRS by providing proof
5877 acceptable to the District of such retirement. If the retiree returns to active full-
5878 time service in a STRS or PERS contracting district/entity they shall notify the
5879 District and the applicable insurance plan administrator of such action, at which
5880 time the benefits for both the retiree and their dependents as described in this
5881 provision shall cease.
5882

5883 Nothing in Article 31.4.a (above) precludes the district from exercising its rights
5884 under Education Code 87735.
5885

- 5886 b. Present medical, vision, and dental benefits for those retirees who were employed
5887 full-time by the District for ten (10) years immediately preceding the date of
5888 retirement and who have reached the age of fifty-five (55), and who meet the
5889 eligibility requirements described in section A above, and for the dependents of
5890 eligible retirees, shall continue until the retiree reaches the age of Medicare
5891 eligibility.
5892

5893 c. Medicare Eligibility and Continuation of Benefits
5894

- 5895 (1) The District will provide supplemental medical coverage for the retired
5896 faculty member, provided the retiree has purchased Medicare A and B
5897 coverage.
5898
- 5899 (2) If the retiree has reached the age of Medicare eligibility but does not
5900 qualify for Medicare, benefits for the retiree will continue under the
5901 following circumstances:
5902
- 5903 (a) The purchase of such coverage is permitted by the health carrier;
5904 and
5905
- 5906 (b) The retiree pays the full cost of the medical insurance, including
5907 any penalty, fee or other cost imposed by the insurance carrier if
5908 the retiree has not purchased Medicare A and B coverage.
5909
- 5910 (3) If the retiree has reached the age of Medicare eligibility but a dependent
5911 has not reached such age, benefits for the dependent may continue under
5912 the following circumstances:
5913
- 5914 (a) The purchase of such coverage is permitted by the health carrier;

- (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 ten percent (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
- (c) If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.

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

31.5. Emeritus Faculty Privileges

a. Eligibility

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

b. Privileges

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



South Orange County Community College District

ACADEMIC SALARY SCHEDULES

Academic Years 2024-2025 through 2026-2027

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

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

Doctoral Stipend: \$4,694

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

2.32% Increase							
Classroom¹:	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,985	2,064	2,143	2,222	2,301	2,380
	Equivalent Hourly LHE Rate (for STRS)	119.58	124.34	129.10	133.86	138.61	143.37
1 Includes student consultation time							
2.34% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,704	1,772	1,840	1,908	1,976	2,044
	Equivalent Hourly LHE Rate (for STRS)	102.65	106.75	110.84	114.94	119.04	123.13
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							63.61
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,210
	Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69

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

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

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

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

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

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

Doctoral Stipend: \$4,855

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

4.13% Increase							
Classroom ¹ :	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,067	2,150	2,233	2,316	2,399	2,482
Equivalent Hourly LHE Rate (for STRS)	124.52	129.52	134.52	139.52	144.52	149.52	154.52
1 Includes student consultation time							
4.11% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other ²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,774	1,845	1,916	1,987	2,058	2,129
Equivalent Hourly LHE Rate (for STRS)	106.87	111.14	115.42	119.70	123.98	128.25	132.53
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							66.27
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,210
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91

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

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

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

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

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

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

Doctoral Stipend: \$5,029

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

8.66% Increase							
Classroom¹:	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,246	2,336	2,426	2,516	2,606	2,786
	Equivalent Hourly LHE Rate (for STRS)	135.30	140.72	146.14	151.57	156.99	167.83
1 Includes student consultation time							
8.68% Increase							
Classroom:	Full-time Faculty Overload Part-time Non-Classroom Tutorial Other²						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	1,928	2,005	2,082	2,159	2,236	2,390
	Equivalent Hourly LHE Rate (for STRS)	116.14	120.78	125.42	130.06	134.70	143.98
Stipend Rate - One half (1/2) the rate in Column 7 per 15.9b.(1)(d)							71.99
2 CWE (see Article 15) and Directed (independent) Study (see Article 15) of the Academic Agreement for calculating LHE							
0% Increase							
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Part-time Faculty Full-time / Part-time Faculty Intersession/Summer Full-time / Part-time Faculty Substitute Full-time Faculty Overload						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Semester LHE Rate	2,675	2,782	2,889	2,996	3,103	3,317
	Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	99.91

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

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

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

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

Column I/1*

- Bachelor's Degree.

Column II/2*

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

Column III/3*

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

Column IV/4*

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

Column V/5*

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

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



South Orange County Community College District

Faculty Performance Evaluation Template

Faculty Name:			
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.

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

Rating Scale:

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

All Faculty Members

Competency	Description	Rating
I. A. Professional Growth and Development	Full and part-time faculty: • Maintains currency in discipline knowledge. • Practices continuous development of teaching pedagogies/andragogies. • Maintains currency in instructional technologies to improve quality of work.	
	Full-time faculty only: • Fulfills Professional Development obligation as described in the Master Agreement and reports its completion.	
Comments:		
I.B. Adherence to District Policies/Master Agreement	Full and part-time faculty: • Follows the regulations, policies, and procedures of the college and district as published. • Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes. • Completes all program/college/district reporting deadlines on time. • Completes and submits required documents in a timely manner. • Follows district and college policies and procedures when applying for and accepting grants and other instructional resources. • Teaches classes during the scheduled time and at the assigned location. • Submits final grades, positive attendance, and other related documents by the announced deadline. • Meets workload obligations.	
	Full-time faculty only: • Participates in curriculum development and program review. • Schedules and maintains regular office hours as required and provides a copy of that schedule to the division/school dean each semester.	
Comments:		

I.C. Student Relations	• Fosters professional relationships with students and encourages open faculty/student interaction. • Maintains a professional atmosphere that is conducive to learning. • Considers the academic and individual needs of each student and, when appropriate, refers the student for additional assistance from other college services. • Demonstrates awareness of and sensitivity to cultural, ethnic, gender, and other individual differences in interactions with students.	
Comments:		
I.D. Faculty, Staff, and Administration/Management Relations	• Develops positive professional relationships. • Responds to communications when appropriate. • Demonstrates teamwork and willingness to support program/college/district initiatives. • Consults with department chair and/or dean on matters pertaining to departmental issues and concerns.	
Comments:		
I.E. College Service Contribution	Full-time faculty only: Completes college service contribution through participation in one or more of the following: • Committee work on the department, division/school, college, and/or district level. • Non-classroom college, district, or community activities. • Meetings convened by division/school dean, vice president, president, and/or district administrators. • Department/division/school functions (e.g., advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events).	

	• Student activities (e.g., club advisement and supervisor or student events).	
Comments:		

I. Classroom Faculty Members

Competency	Description	Rating
II.A. Class Preparation	• Fulfills requirements of the Course Outline of Record. • Chooses appropriate course materials and assessment techniques for course objectives. • Submits course material information to the bookstore in a timely manner. • Develops and maintains course syllabi for assigned courses consistent with the Course Outline of Record. • Informs students of class procedures and policies at the beginning of the semester. • Makes available a course syllabus to all students and the division/school dean within the first week of class that covers the class requirements, SLOs, grading criteria, and attendance requirements.	
Comments:		
II.B. Discipline Knowledge (Classroom)	• Demonstrates thorough knowledge of the subject matter through content presentation and ability to answer student questions related to the content. • Guides student learning consistent with student needs and the Course Outline of Record.	
Comments:		
II.C. Instructional Delivery	• Uses classroom time efficiently. • Maintains an effective instructional environment in the classroom or its equivalent. • Makes use of instructional technologies and learning materials that support the lesson and enable student engagement. • Keeps the class discussion or lab focused. • Effectively guides student learning consistent with student.	

	• Encourages and creates opportunities for students to ask questions and participate in class discussions. • Speaks clearly and at an appropriate pace. • Utilizes appropriate instructional modes of delivery (e.g. lecture, discussion, small group activities, whiteboard usage, technology, etc.). • Demonstrates consideration of differing perspectives. • Encourages student learning, critical thinking, and academic initiative.	
Comments:		
II.D. Student Contact and Communication	• Establishes and maintains a framework for regular and sustained contact with and among students. • Keeps students informed of their class progress. • Responds to and evaluates student work in a reasonable amount of time. • Responds to student communications when appropriate and in accordance with course policies as outlined in the syllabus. • Effectively responds to students' questions/concerns.	
Comments:		
II.D. Student Contact and Communication	• Establishes and maintains a framework for regular and sustained contact with and among students. • Keeps students informed of their class progress. • Responds to and evaluates student work in a reasonable amount of time. • Responds to student communications when appropriate and in accordance with course policies as outlined in the syllabus. • Effectively responds to students' questions/concerns.	
Comments:		

III. Counselors/Learning Disability Specialists

Competency	Description	Rating
III.A. Preparation and Implementation	- Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines. - Chooses appropriate materials and techniques for workshops and advisement.	
Comments:		
III.B. Discipline Knowledge (Counselors/Learning Disabilities Specialists)	- Demonstrates knowledge of college departments, articulation agreements with four-year institutions, processes for determining course equivalencies with other institutions, and community resources and agencies related to guidance and counseling. - Effectively administers and interprets appropriate tests (onsite or online) to support student success. - Employs appropriate theories and techniques to facilitate student development.	
Comments:		
III.C. Counseling Delivery	- Provides comprehensive academic, career, and personal counseling to students. - Provides guidance and information to students regarding the selection of major, choice of job/career path, and creation of academic plans. - Develops and coordinates intervention strategies (ex. at risk students). - Employs knowledge and skills necessary to counsel students about matriculation processes, college programs, and transfer requirements. - Effectively uses technology and databases necessary to assist students in achieving their academic goals. - Provides crisis intervention and support as appropriate. - Effectively uses student contact time. - Responds appropriately to student needs.	
Comments:		

III.D. Student Referral and Follow-up	- Effectively confers with faculty and staff regarding individual students when appropriate. - Refers students to campus support services and community agencies when appropriate. - Responds to and advises students on progress in a reasonable timeframe.	
Comments:		

V. Librarians

Competency	Description	Rating
IV.A. General Duties and Responsibilities	- Supports library rules and regulations. - Assists in the preparation of reports on library activities and resources. - Coordinates with the dean regarding directing and overseeing the day-to-day duties of library assistants, technicians, and student aides. - Communicates clearly and effectively with colleagues, faculty, students, and other library users. - Demonstrates knowledge and competencies in emerging informational technology. - Completes assignments and projects in a timely manner. - Demonstrates knowledge of the library's collection.	
Comments:		
IV.B. Inquiries and Reference Services	- Provides reference service to colleagues, students, faculty, and other library users. - Works with students in analyzing and understanding assignments and projects. - Advises and assists students in devising and executing a search strategy. - Recommends appropriate library resources. - Provides instruction in the use of reference materials. - Interacts in a courteous and approachable manner with library users. - Maintains currency in reference materials.	
Comments:		

IV.C. Learning Material Acquisition and Maintenance	• Participates in the selection and deselection of learning resources materials within the general guidelines of the collection development policy. • Contributes to the processing and maintenance of learning resources. • Coordinates selection of library material with discipline experts. • Evaluates and recommends systems, equipment and software for all learning resource applications. • Utilizes data-driven evaluation of the library's collection and usage.	
Comments:		
IV.D. Instructional Support	• Provides instruction, both formal and informal, in the use of library resources and services. • Confers with classroom faculty on library orientation activities for their classes. • When leading workshops, uses the time effectively and promotes student engagement.	
Comments:		

V. Coaches

Competency	Description	Rating
V.A. Athletic Schedule, Events, and Activities	- Establishes and adheres to a schedule of scrimmages, practices, and competitions; and holds team meetings as needed. - Submits in a timely manner schedules for practice and competitive events to the dean/athletic director for approval. - Attends and coaches assigned practices and competitions. - Creates player development plans. - Maintains professional conduct in relation to all attendees and participants during competitive events. - Notifies the appropriate offices when an event has been postponed or cancelled. - Coordinates transportation, meals, and lodging for the team when necessary. - Cooperates with the athletics department in maintaining adequate and accurate records.	
Comments:		
V.B. Athletic Eligibility and Recruitment	- Complies with the recruiting guidelines established by college administration and the California Community College Athletic Association (CCCAA). - Adheres to the athletic department academic eligibility procedures for student athletes. - Develops and implements a comprehensive and effective recruiting and retention plan.	
Comments:		
V.C. Student Athletic Support and Academic Success	- Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success and transfer of student athletes. - Maintains contact with student athletes during the off-season and summer months.	
Comments:		

VI. Summary of Workspace Evaluation

VII. Commendations

VIII. Recommendations and Plans for Performance Improvement

Supporting Documents

Peer Observations

Enter Peer Observer names and dates of observations.	

Overall Assessment

Refer to rating descriptions when completing this section.

○ 5 – Exemplary	○ 4 – Exceeds Standards	○ 3 – Meets Standards	○ 2 – Partially Meets Standards	○ 1 – Unsatisfactory
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Calculated Rating:

Override Calculated Rating:

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

Faculty Comments:

Faculty Signature: _____ Date: _____

Dean Comments:

Dean/Assistant Dean Signature: _____ Date: _____

Vice President Comments:

Vice President Signature: _____ Date: _____

President Comments:

President Signature: _____ Date: _____



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Transfer of Evaluation Form

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT****Office of Human Resources**949.582.4850 | www.socccd.edu**Statement of Grievance – Academic**

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

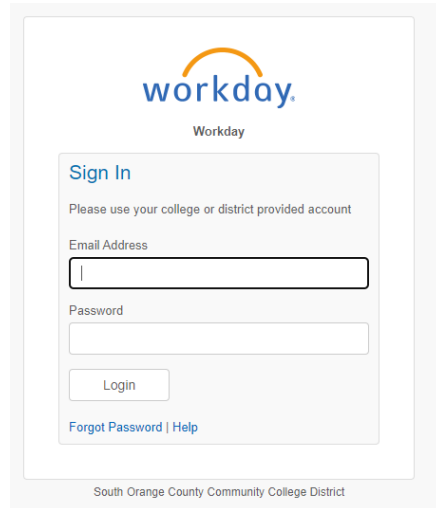


Workload Banking Leave Request Workday Instructions

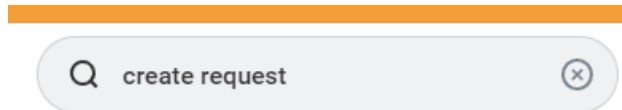
Step 1 – Log into Workday at <https://wd5.myworkday.com/socccd/login.flex> with your work email and password. If you have trouble logging in, contact the IT Service Desk for your college.

Saddleback: 949-582-4600

IVC: 949-451-5696

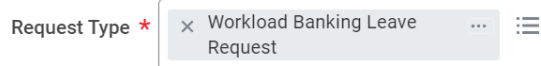
The image shows the Workday login interface. At the top is the Workday logo. Below it is a 'Sign In' section with the instruction 'Please use your college or district provided account'. There are input fields for 'Email Address' and 'Password'. A 'Login' button is below the password field. At the bottom of the login section are links for 'Forgot Password' and 'Help'. The footer of the page reads 'South Orange County Community College District'.

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

The image shows a search bar with a magnifying glass icon on the left and a close icon (an 'x' in a circle) on the right. The text 'create request' is entered into the search field.

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

Create Request

The image shows a dropdown menu for 'Request Type'. The selected option is 'Workload Banking Leave Request'. There is a red asterisk next to the label 'Request Type'.The image shows two buttons: an orange 'OK' button and a grey 'Cancel' button.

Step 4 – Complete the request.

Workload Banking Leave Request

Eligibility Requirements to Request Workload Banking Leave:

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

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

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

Requested year for Leave of Absence (Required)

- ☐ 2022
- ☐ 2023
- ☐ 2024
- ☐ 2025

Requested Semester for Leave of Absence (Required)

- ☐ Fall
- ☐ Spring

Enter the number of LHE Requested for Leave of Absence

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

- ☐ Yes, I certify
- ☐ I decline to certify

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

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

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Signature On File
Timothy Jemal
President, Board of Trustees

Signature On File
Julianna M. Barnes
Chancellor

Signature On File
Cindy Vyskocil
Vice Chancellor, Human Resources

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

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

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

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

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

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

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

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION

Signature On File
Robert Melendez
President, SOCCCD-FA

Signature On File
Claire Cesareo
Chief Negotiator

Signature On File
Mark Blethen
Negotiating Team Member

Signature On File
Susan Bliss
Negotiating Team Member

Signature On File
Jenny Langrell
Negotiating Team Member

Signature On File
Lewis Long
Negotiating Team Member

Signature On File
Deanna Scherger
Negotiating Team Member

Signature On File

Penny Skaff

Dean, Counseling Services (SC)

Signature On File

Tram Vo-Kumamoto

Vice President, Instruction (SC)