## South Orange County Community College District



South Orange County

Community College District

# ACADEMIC EMPLOYEE COLLECTIVE BARGAINING AGREEMENT 2024 – 2027

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

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

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

#### South Orange County Community College District

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

#### Saddleback College

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

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

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

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

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1		ARTICLE 1
2 3		AGREEMENT
4 5 6 7 8 9	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.
10 11	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].
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	1.3.	This Agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027.
45 46		

47	ARTICLE 2
48	EFFECT OF AGREEMENT
49	
50 2.1 51	The articles of this Agreement shall be final and binding on both parties.
52 2.2 53 54 55 56 57	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.
58 2.3 59 60 61	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.
62 2.4 63 64 65	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.
66 2.5 67 68 69	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.
70       2.6         71       72         73       74         75       76         77       78         79       80         81       82         83       84         85       86         87       88         89       90	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.

91 92 93		ARTICLE 3 SEVERABILITY
94 95	3.1.	Savings Clause
96 97 98 99 100 101 102 103		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.
104	3.2.	Replacement for Severed Provision
105 106 107 108		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.
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137	ARTICLE 4
138	DEFINITIONS
139	
140	The following definitions shall apply to the following terms where used in this Agreement:
141	
142	ACADEMIC/CONTRACT YEAR
143	The traditional fall and spring semesters of a school year which are consistent with the
144	178 total instructional days as specified in the Academic Calendar.
145	
146	ACADEMIC CALENDAR
147	The published academic calendar developed by the Academic Calendar Committee and
148	adopted by the Board of Trustees. The Academic Calendar specifies when classes are in
149	session, professional development days, holidays, and final exam periods.
150	
151	ADMINISTRATION
152	The College or District employees who are designated management employees by the
153	Board of Trustees in accordance with Government Code §3540.1 (g) and (m) of the
154	EERA.
155	
156	ASSOCIATION
157	South Orange County Community College District Faculty Association, affiliated with
158	the California Teachers Association (CTA) and the National Education Association
159	(NEA), which is the certified organization recognized as the exclusive representative of
160	the faculty of the South Orange County Community College District.
161	BASE SALARY
162 163	
164	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,
165	step 1, of the immediate prior Faculty Salary Schedule and any negotiated and agreed
166	upon adjustments for that given year.
167	upon adjustments for that given year.
168	BOARD POLICY
169	A policy adopted and published by the Board of Trustees in accordance with Board
170	Policy 2410.
171	
172	CAREER EDUCATION (or "Career Ed")
173	Career Education refers to a course/program that is identified as an "occupational"
174	course/program during the curriculum development process and is reported as such in the
175	California Community Colleges Management Information System data submission.
176	j 6 6 j
177	CCR
178	The California Code of Regulations.
179	
180	CHANCELLOR
181	South Orange Community College District chancellor.
182	

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

227 228 229 230	The District has adopted a 178-day Academic Calendar (per Title 5 §§55700 et. seq. and 58120 of the CCR) within which each full-time faculty member fulfills their contracted workload as specified in Articles 14 (Assignment, etc.) and 15 (Workload).
230 231 232 233	EDUCATION CODE (EDUC. CODE) The California Education Code.
233 234 235 236 237	EERA The Educational Employment Relations Act as recorded in Chapter 10.7, §§3450-3549 of the Government Code.
237 238 239 240 241 242	EXTRA DUTY DAYS Additional days beyond a faculty member's normal contractual assignment during which designated faculty members perform duties. Each extra duty day shall consist of 7.2 hours of assigned time (Article 15).
242 243 244 245 246 247	FACULTY All full- and part-time academic employees who are included in the bargaining unit as defined in Article 5, and therefore covered by the terms and provisions of this Agreement.
248 249 250 251	FACULTY MEMBER A full- or part-time academic employee who is included in the bargaining unit as defined in Article 5, and therefore covered by the terms and provisions of this Agreement.
252 253 254 255 256 257	FACULTY OBLIGATION NUMBER (FON) The Faculty Obligation Number (FON) is the minimum number of full-time faculty teaching credit courses and/or serving as a counselor or librarian, required for the South Orange County Community College District as calculated by the California Community Colleges Chancellor's Office and reported annually as the Compliance FON.
258 259 260	FULL-TIME A faculty member employed by the District full-time as defined in the Education Code.
260 261 262 263	FULL-TIME FACULTY EQUIVALENT DAY The equivalent of 7.2 hours of instructional and prep time.
264 265 266 267	GRIEVANCE A formal written allegation by a grievant who alleges a violation of a specific article, section, or provision of this Agreement.
268 269 270 271	GRIEVANT Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of this Agreement.
271	IMMEDIATE FAMILY

273 274	Imme	diate family includes the following:
274 275 276 277 278 279	(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;
280 281 282 283	(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 <i>loco parentis</i> when the employee was a minor child;
283 284 285	(3)	A spouse;
286 287	(4)	A registered domestic partner;
288 289	(5)	The spouse of a child, as defined in (1) above;
290 291 292	(6)	A grandparent of the employee or the employee's spouse or registered domestic partner;
293 294 295	(7)	A grandchild of the employee or the employee's spouse or registered domestic partner;
296 297 298	(8)	A sibling of the employee or the employee's spouse or registered domestic partner;
299 300	(9)	The spouse of a sibling, as defined in (8) above; or
301 302	(10)	Any relative living in the immediate household of the employee.
303 304		E SUPERVISOR dministrator who has immediate supervision of a faculty member.
305		
306 307 308 309		nployee who is included in the bargaining unit as defined in Article 5, and therefore ed by the terms and provisions of this Agreement.
310 311 312 313 314 315 316 317 318	Instru and pi mater delive prepar the lal Outlir	RY (INSTRUCTIONAL ACTIVITY) ctional activity in which the workload is divided between student contact activities reparatory activities, including but not limited to laboratory preparation, course ial development, responding to student work and grading. Instruction is normally ared on a group basis. Laboratory assignments are characterized by the need for ratory time for the faculty member and issuance of a grade for work completed in boratory by the student. The grading criteria should be outlined in the Course are of Record and Syllabus providing some weight to the final grade. Both ratory time and the issuance of a grade are part of laboratory instructional activities.

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

364 365 366 367	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.
368 369 370 371 372	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.
373	PRESIDENT
374	College president for each campus in the District.
375	Conege president for each earnpus in the District.
375	PROBATIONARY FACULTY
370	
	A probationary (or "contract") faculty member is an academic employee who is
378	employed on the basis of a contract in accordance with Educ. Code §§ 87605(b), 87608,
379	or 87608.5(b). (Educ. Code §§ 87601(b) and 87602(a).)
380	
381	PROFESSIONAL DEVELOPMENT OBLIGATIONS
382	Professional development (formerly called Flex) activities are in lieu of classroom,
383	preparation, and office hour assignment time and, therefore, attendance is required for
384	full-time faculty members (CCR, Title 5 §55726).
385	
386	REASSIGNED TIME
387	Time during which normal contractual duties are assigned to other activities.
388	
389	SALARY SCHEDULE
390	The appropriate schedule as set forth in Appendix A.
391	
392	SOCCCD
393	South Orange County Community College District.
394	
395	STRS
396	California State Teachers Retirement System
397	
398	TENURE REVIEW COMMITTEE (TRC)
399	A committee assigned to evaluate and assist probationary faculty members through the
400	tenure process
401	
402	TENURED FACULTY
403	A tenured (or "regular" or "permanent") faculty member is an academic employee who
404	has obtained tenured status in accordance with Educ. Code §§87608(c), 87608.5(c), or
405	87609(a). (Educ. Code §§87601(e) and 87602(b).)
406	
407	VICE CHANCELLOR

408	The vice chancellor of Human Resources & Employer/Employee Relations, vice
409	chancellor of Technology and Learning Services, or the vice chancellor of Business
410	Services of the SOCCCD.
411	
412	VICE PRESIDENT
413	The vice president for instruction, vice president for student services, or the vice
414	president for administrative services for each campus in the District.
415	
416	WORKLOAD
417	A faculty member's total contractual assignment, including load, overload, extra duty
418	days, and duties compensated by stipend and/or reassignment.
419	
420	WORKSITE
421	A physical location where a faculty member performs and completes some or all of their
422	academic assignment(s). Example: A clinical setting in which a nursing faculty member
423	performs instruction.
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454	ARTICLE 5
455	RECOGNITION
456	
457	The District recognizes the Association as the exclusive representative of full-time and part-time
458	academic employees of the District, including librarians and counselors, for the purposes of
459	meeting and negotiating. Management, confidential, classified, and supervisory employees, as
460	defined by the Educational Employment Relations Act (EERA), shall be excluded from the
	bargaining unit.
461	bargaining unit.
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500				ARTICLE 6
501				ASSOCIATION RIGHTS
502				
503	6.1.	The A	ssociati	on and its duly authorized college representatives shall have, upon yearly
504		approv	al, the	free use of college equipment and building facilities for Association
505		busine	ss at an	y reasonable time, which shall include evening hours. Such equipment shall
506		includ	e, but sł	hall not be limited to computer, audiovisual and duplicating equipment, and
507		teleph		
508		1		
509	6.2.	The D	istrict sl	nall provide reasonable bulletin board space for Association use in each
510				ing faculty members, and in all faculty lounges and dining areas.
511			U	
512	6.3.	The A	ssociati	on and its college representatives shall have the right to use the college mail
513				rvices, including email, for Association communications, and shall be
514				ss to all faculty mailboxes for such use through appropriate methods.
515		1		
516	6.4.	Duly-a	authoriz	ed Association representatives shall be free to conduct official Association
517		•		cessary to the performance of Association responsibilities to members of
518				unit, including grievance representative activities, on college property.
519			0 0	
520	6.5.	The D	istrict sl	nall provide the Association with contact information for unit members as
521		follow	s:	•
522				
523		a.	A list o	of the following information, with each field in its own column, for all
524			bargai	ning unit members within five (5) days of the last payroll date of
525			Septen	nber, January, and May:
526				
527			i.	First name;
528			ii.	Middle initial;
529			iii.	Last name;
530			iv.	Suffix (e.g., jr., iii);
531			v.	Preferred name;
532			vi.	Job title;
533			vii.	Department;
534			viii.	Primary worksite name;
535			iX.	Work telephone number;
536			x.	Work extension;
537			xi.	Home street addresses (incl. Apartment #);
538			xii.	Mailing address (if different);
539			xiii.	City;
540			xiv.	State;
541			XV.	Zip code (5 or 9 digits);
542			XV1.	Home telephone number (10 digits) (if available);
543			xvii.	Personal cellular telephone number (10 digits) (if available);
544			xviii.	Personal email address of the employee (if available);
545			xix.	Birth date;

546 547			xx. Hire date.
548			In lieu of providing the information above in the form of a list, the District may
549			meet this obligation by providing the Association access to a secure electronic site
550			within which the above information is available.
551		4	
552		b.	A list of the names and information described in Section 6.5.a above for all newly
553 554			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.
554 555			days of the last payron of the month in which they were fired.
556			"Newly hired employee" means any full-time or part-time bargaining unit
557			employee hired by the District who is still employed as of the date of the new
558			employee orientation. It also includes all employees who are employed by the
559			District (including those returning from layoff rehire list, or previously employed
560			by the District in a non-faculty position) and whose current position has placed
561			them in the bargaining unit represented by the Association. For those latter
562			employees, for purposes of this article only, the "date of hire" is the date upon
563			which the employee's employee status changed such that the employee was
564			placed in the bargaining unit.
565			
566			In lieu of providing the information above in the form of a list, the District may
567 568			meet this obligation by providing the Association access to a secure electronic site within which the above information is available.
569			within which the above information is available.
570	(Calif	Fornia G	overnment Code §3558)
571	(Cull	orma O	overmient code 35550)
572	6.6.	The D	District and the college administration shall consult with the Association on new or
	6.6.		District and the college administration shall consult with the Association on new or field fiscal or budgetary programs when this information is of concern to the
572	6.6.	modif	•
572 573 574 575	6.6.	modif	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the
572 573 574 575 576		modif Assoc EERA	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A.
572 573 574 575 576 577	<ul><li>6.6.</li><li>6.7.</li></ul>	modif Assoc EERA Reass	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members
572 573 574 575 576 577 578		modif Assoc EERA Reass for ne	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A.
572 573 574 575 576 577 578 579		modif Assoc EERA Reass for ne memb	Fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members gotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members,
572 573 574 575 576 577 578 579 580		modif Assoc EERA Reass for ne memb the su	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. bigned time without loss of compensation shall be provided to Association members regotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the
572 573 574 575 576 577 578 579 580 581		modif Assoc EERA Reass for ne memb the su educa	Fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members gotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for
572 573 574 575 576 577 578 579 580 581 582		modif Assoc EERA Reass for ne memb the su educa	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. bigned time without loss of compensation shall be provided to Association members regotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the
572 573 574 575 576 577 578 579 580 581		modif Assoc EERA Reass for ne memb the su educa	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. bigned time without loss of compensation shall be provided to Association members regotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, apervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for iations and the conducting of Association business. The following apply:
572 573 574 575 576 577 578 579 580 581 582 583		modif Assoc EERA Reass for ne memb the su educa negot	Fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members gotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for
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572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587		modif Assoc EERA Reass for ne memb the su educa negot	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members gotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for iations and the conducting of Association business. The following apply: The Association will provide the names of faculty members receiving the reassigned time to supervising college administrators and the Office of the Vice
572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588		modif Assoc EERA Reass for ne memb the su educa negot	fied fiscal or budgetary programs when this information is of concern to the biation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members agotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for iations and the conducting of Association business. The following apply: 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.
572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 588 589		modif Assoc EERA Reass for ne memb the su educa negot	fied fiscal or budgetary programs when this information is of concern to the ciation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members gotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for iations and the conducting of Association business. The following apply: 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. The Association will receive forty-eight (48) LHE per year, to be utilized at the
572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588		modif Assoc EERA Reass for ne memb the su educa negot	fied fiscal or budgetary programs when this information is of concern to the biation as it relates to items determined to be in the scope of representation under the A. igned time without loss of compensation shall be provided to Association members agotiations and conducting Association business. Schedules of those faculty bers receiving reassigned time shall be mutually arranged by the faculty members, pervising college administrators and the District so as to minimize disruption to the tional process and with the intent of allocating reasonable periods of time for iations and the conducting of Association business. The following apply: 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.

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
604 605			chief negotiator.
605 606	6.8.	Unon	request, association officers or their designee(s) shall be granted paid leave to serve
607	0.8.	-	elected officer of the Association, or of any statewide or national public employee
608			ization with which the Association is affiliated, or to be used for local, state, or
609		<u> </u>	al conferences, or for conducting other business pertinent to the Association's
610		affairs	
611		unun	
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	(Edua	Cada	807760 51
625 626	(Educ	. Code	§87768.5)
620 627	6.9.	Now I	Employee Orientation
628	0.9.	INCW I	Employee Orientation
629		a.	"New employee orientation" refers to the process by which a newly hired public
630		u.	employee – whether in person, online, or through other means or media – is
631			advised of their employment status, rights, benefits, duties and responsibilities, or
632			any other employment-related matters.
633			
634		b.	The District shall provide the Association with access to its new employee
635			orientations. The Association shall receive not less than ten (10) days' notice in
636			advance of an orientation, except that a shorter notice may be provided in a

637		specific instance where there is an urgent need critical to the District's operations
638		that was not reasonably foreseeable.
639		
640	c.	In the event the District conducts group orientations with new employees, the
641		Association shall have one (1) hour for Association representative(s) to conduct
642		the orientation session. Additional time may be allotted by mutual agreement.
643		the orientation session. A radiational time may be another by mataar agreement.
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683	ARTICLE 7
684	MANAGEMENT RIGHTS
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686	Except as limited by the specific and express terms of the EERA and/or this Agreement, the
687	Board hereby retains and reserves unto itself all rights, powers, authority, duties, and
688	responsibilities conferred upon or vested in it by law. The parties agree that all customary and
689	usual rights, powers, functions, and authority possessed by management are vested in the
690	Administration, and the Administration shall continue to exercise such rights, powers, functions,
691	and authority during the period of this Agreement.
	and authority during the period of this Agreement.
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729		ARTICLE 8
730		<b>NEGOTIATION PROCEDURES</b>
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732	8.1.	Beginning June 1 of the calendar year previous to the year in which this contract expires,
733		either the District or the Association may notify the other in writing of its request to
734		modify, amend, or terminate the agreement. Formal negotiations shall commence after
735		public presentations of the initial bargaining proposals of the District and the Association
736		in accordance with California Gov. Code §3547.
737		
738	8.2.	Either party may use the services of outside consultants to assist in the negotiations.
739	0.2.	Entire party may use the services of outside constituents to assist in the negotiations.
740	8.3.	Negotiations shall take place at mutually agreed upon times and places.
740	0.5.	Regonations shall take place at inutually agreed upon times and places.
742	8.4.	Any tentetive agreement reached between the partice shall be put in writing and signed by
	8.4.	Any tentative agreement reached between the parties shall be put in writing and signed by
743		both parties. Ratification of the successor agreement, both by the District and
744		Association, shall occur at a regularly scheduled meeting of these respective bodies or at
745		a special meeting called within a reasonable period of time.
746	0.7	
747	8.5.	Upon request by the Association President, or their designee, the District shall provide
748		documents necessary and reasonable for the Association to fulfill its role as the exclusive
749		bargaining representative. All such documents shall be delivered to the Association in a
750		timely manner.
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775 776 777			ARTICLE 9 UNIT STABILITY
778 779	9.1.	Place	ment of new positions
780 781 782 783 784		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.
785 786 787		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).
788 789	9.2.	Altera	ation of existing positions
790 791 792 793 794 795 796		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.
797 798 799 800 801 802 803 803		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.
805 806 807	9.3.	Vacar	nt positions
808 808 809 810		a.	Vacancies shall be posted for a minimum of thirty (30) business days prior to being filled.
811 812 813 814 815 816 817 818 819 820		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).

821		ARTICLE 10
822		ORGANIZATIONAL SECURITY
823		
824	10.1.	The District and the Association recognize the right of employees to form, join, and
825		participate in lawful activities of employee organizations and the equal alternative right
826		of employees to refuse to form, join, and participate in employee organizations. Neither
827		party shall exert pressure on or discriminate against an employee regarding such matters.
828		
829	10.2.	Membership
830		
831		a. Membership in the Association is not compulsory.
832		
833		b. Except as provided elsewhere in this Agreement, any member of the bargaining
834		unit may elect to become a member of the Association. Member status is elected
835		by submitting to the Association a completed Membership Enrollment Form.
836		
837		c. The interpretation, application, administration, and enforcement of this Article
838		shall be in accordance with the requirements of the Government Code, Chapter
839		10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public
840		Employment Relations Board, federal, and state courts, and to the extent that it
841		does not conflict with any federal or state laws.
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867 868 860		ARTICLE 11 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS
869 870 871 872 873 874 875 876 876 877 878	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.
879 880 881	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.
881 882 883 884 885 886 886 887	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.
887 888 889 890	11.4.	The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
891 892 893 894	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.
895 896 897 898 898 899 900	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.
901 902 903 904 905 906 907 908	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.
909 910 911 912	11.8.	As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability, and all court or

913	administrative agency costs that may arise out of or by reason of any monies deducted
914	and remitted to the Association pursuant to this section or for any action taken by the
915	District for the purpose of complying with this Article.
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959	ARTICLE 12
960	BOARD POLICIES
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962	In the event the District desires to change a Board Policy which affects a term or condition of
963	employment, as defined by Government Code §3543.2, the District will, prior to making such a
964	change, notify the Association of the proposed change, and provide it with a reasonable
965	opportunity to negotiate the change, to the extent such change is within the scope of
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	representation.
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1005 1006 1007 1008			ARTICLE 13 COURSE CONTENT, COPYRIGHT MATERIALS, AND INTELLECTUAL PROPERTY RIGHTS
1009 1010 1011 1012 1013	13.1.	that for the for	District and the Association have a mutual interest in establishing an environment osters the creation of intellectual property by faculty members, and have agreed to llowing provisions to establish, clarify and protect ownership rights to that ectual property.
1013 1014 1015	13.2.	Defini	itions
1015 1016 1017 1018		a.	"Intellectual property" shall mean any instructional materials, any work, and any invention.
1019 1020 1021 1022 1023 1024		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.
1024 1025 1026 1027 1028 1029 1030 1031		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.
1031 1032 1033 1034 1035		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.
1036 1037 1038 1039 1040		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.
1041 1042 1043 1044 1045 1046 1047 1048 1049		f.	"Extraordinary support" means financial support over and above the cost of the faculty member's normal compensation; office space, supplies, and equipment including computer equipment; telephone use; copy services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the faculty member's normal instructional activities. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating intellectual property, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment specifically for the creation of works

1050				entions. Salary paid to a faculty member during an approved sabbatical will				
1051			not be	considered extraordinary support.				
1052								
1053	13.3.	Copyr	ight and	Intellectual Property Ownership				
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1055		a.	Faculty	y Ownership				
1056								
1057			(1)	Faculty members will have ownership of any intellectual property,				
1058				excluding works or inventions for hire, created in connection with and in				
1059				support of teaching courses or other duties as employees of the District.				
1060								
1061			(2)	Notwithstanding relevant provisions of the Copyright Act (Title 17,				
1062				United States Code) and the Patent Act (Title 35, United States Code),				
1063				except as provided in 13.3.b.(1) below, the faculty member will have the				
1064				exclusive property right to any and all intellectual property that is the				
1065				original product of their mind, time, talent, and effort, including the right				
1066				to all royalties from the distribution, lease, or sale thereof, and except as				
1067				otherwise provided in this Article, the District waives any property right to				
1068				any such intellectual property. The District will have no claim of				
1069				ownership to intellectual property produced by a faculty member under a				
1070				grant awarded exclusively to that faculty member without fiscal				
1071				participation by the District. The District will have no claim of ownership				
1072				to intellectual property produced by a faculty member during a sabbatical				
1073				unless that intellectual property has been developed as a work or invention				
1074				for hire.				
1075								
1076			(3)	No intellectual property will be a work or invention for hire unless the				
1077			~ /	District has entered into a written agreement with the faculty member(s).				
1078				In the absence of such an agreement, the intellectual property will be the				
1079				property of the faculty member(s) who create(s) it. No faculty member				
1080				will be involuntarily assigned to create a work or invention for hire.				
1081								
1082		b.	Distric	t Ownership				
1083								
1084			(1)	In the absence of a specific separate agreement between the faculty				
1085				member(s) and the District as described in 13.3.c.(3) below, the District				
1086				will have sole rights to and ownership of any intellectual property created				
1087				as a work or invention for hire.				
1088								
1089			(2)	The District will own the copyright to any work, such as a course outline				
1090			. /	of record, District or college administrative policy, or District or college				
1091				information brochure formally reviewed by the District or the colleges for				
1092				the purpose of inclusion in its curriculum, administrative or promotional				
1093				material, or Board of Trustees, District or college policy.				
1094								

1095 1096 1097		(3)	The college will have the right of "non-exclusive license" to course content during the semester the course is taught and for a period not to 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.	Distric	et 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.	Facult	y-District Affiliation
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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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1186 1187 1188 1189		ASSI	IGNME	ARTICLE 14 CNT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES
1190 1191	14.1.	Right of Assi	ignment	
1191 1192 1193 1194 1195 1196		facult schoo	y memb l studer	demic administrator has the right to assign and/or approve each per's workload. For course sections intended primarily for high its, the assignment shall made by mutual agreement between the ic administrator and the faculty member.
1190 1197 1198 1199 1200 1201 1202 1203		office held o and th presio	hours a online as ne facult lent and	demic administrator and faculty member will mutually agree to and the use of committee/college service hours. Office hours may be s mutually agreed upon between the dean/academic administrator ty member. If mutual agreement is not reached, the appropriate vice the president of the Association or designee shall meet with the ber and the dean/academic administrator to reach mutual agreement.
1203 1204 1205		c. Office	e hours	will be published for students.
1203 1206 1207 1208 1209		workl	load at t	ulty members are expected to perform a portion of their contract heir campus worksite, except in circumstances involving a District- ommodation.
120) 1210 1211	14.2.	Contract Yea	r	
1211 1212 1213 1214		•		all-time faculty members shall be 178 duty days divided into the bring semesters as published in the Academic Calendar.
1215 1216	14.3.	Hours of Ser	vice	
1217 1218 1219 1220		hours	per wee	ulty members are expected to work an average of thirty-six (36) ek for a thirty (30) LHE yearly assignment. A typical semester ll be comprised of:
1220 1221 1222		(1)	Class	room Assignment:
1222 1223 1224			(a)	Fifteen (15) hours per week of classroom or equivalent instruction.
1224 1225 1226 1227 1228			(b)	Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.
1228 1229 1230 1231			(c)	Five (5) office hours per week during each week of the semester, including finals' week.

1232 1233			(d)	An average of one (1) hour per week of college service.
1235		(2)	Non-c	lassroom Assignment (Librarians, Counselors, and Learning
1234		(2)		lity Specialists):
1235			Disaul	nty specialists).
1230			(a)	Thirty (20) hours non woold including finals woold of direct student
1237			(a)	Thirty (30) hours per week, including finals week, of direct student
				contact, outreach, and program specific assignments, as assigned
1239				by the dean/academic administrator.
1240			(1)	$\mathbf{F}_{i}^{i} = \mathbf{f}_{i}^{i} + \mathbf{f}_{i}^{i} = \mathbf{f}$
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			$(\cdot, \cdot)$	
1244			(c)	An average of one (1) hour per week of college service.
1245		( <b>2</b> )	ъ .	
1246		(3)	Reassi	gnment:
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			$(\mathbf{l}_{\mathbf{r}})$	In an exploration with the environmentation a during tester to a fear liter with
1253 1254			(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 faculty member with sixty percent (60%) reassigned time may
1250				reduce their office hours by three (3) hours per week and convert
1257				those hours to the same reassigned work to which they are
1258				assigned).
1260				assigned).
1260			(c)	College service obligation remains the same as a normal load.
1261			(0)	conege service obligation remains the same as a normal load.
1262	b.	Part_ti	me facu	lty members are expected to fulfill the following:
1263	υ.	1 411-11		ity members are expected to furth the following.
1265		(1)	Classr	oom Assignment:
1265		(1)	Classiv	oom Assignment.
1267			(a)	Provide one hour per week for each LHE of assigned classroom or
1267			(a)	equivalent instruction.
1269				equivalent instruction.
1270			(b)	Provide one hour per week for each LHE of assigned classroom or
1270			(0)	equivalent instruction for grading, record keeping, and classroom
1272				preparation.
1272				h. characterie
1273			(c)	Conduct an average of twenty (20) minutes of student consultation
1275				and appointments per week, including finals' week, for each
1275				assigned LHE of classroom or equivalent instruction. Such
				assigned Life of classicolli of equivalent instruction. Such

1277					
12//					advisement may take place either in person, or through telephone
1278					or online (e.g., the approved District LMS or email) consultation.
1279					
1280				(d)	Classroom part-time faculty may be approved for up to 1.5 hours
1281					per semester of optional professional development training with a
1282					focus on effective and equitable teaching and learning practices or
1283					other DEIA related training in support of students. Additional
1284					hours of paid professional development may be approved by the
1285					appropriate vice president. Such training shall be paid at the hourly
1286					stipend rate.
1287					
1288			(2)	Non-o	elassroom Assignment:
1289					
1290				(a)	Provide one hour per week, including finals week, of direct student
1291					contact, outreach, and program specific assignments, for each LHE
1292					of assigned advisement.
1293					
1294				(b)	Non-classroom part-time faculty may be approved for up to 1.5
1295					hours per semester of optional professional development training
1296					with a focus on effective and equitable teaching and learning
1297					practices or other DEIA related training in support of students.
1298					Additional hours of paid professional development may be
1299					approved by the appropriate vice president. Such training shall be
1300					paid at the hourly stipend rate.
					pare at the houry superior fate.
1301					
1301 1302	14.4.	Profes	ssional	Duties v	within the Hours of Service
1301 1302 1303	14.4.				within the Hours of Service
1301 1302 1303 1304	14.4.	Profes a.			
1301 1302 1303 1304 1305	14.4.		Each	faculty	within the Hours of Service member shall:
1301 1302 1303 1304 1305 1306	14.4.			faculty	within the Hours of Service
1301 1302 1303 1304 1305 1306 1307	14.4.		Each (1)	faculty Comp	within the Hours of Service member shall: oly with their individual workload assignments.
1301 1302 1303 1304 1305 1306 1307 1308	14.4.		Each	faculty Comp Comp	within the Hours of Service member shall: bly with their individual workload assignments. bly with the applicable Course Outline of Record(s) (COR) for their
1301 1302 1303 1304 1305 1306 1307 1308 1309	14.4.		Each (1)	faculty Comp Comp	within the Hours of Service member shall: oly with their individual workload assignments.
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310	14.4.		Each (1) (2)	faculty Comp Comp assigr	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s).
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311	14.4.		Each (1)	faculty Comp Comp assign Partic	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312	14.4.		Each (1) (2)	faculty Comp Comp assign Partic review	within the Hours of Service member shall: bly with their individual workload assignments. bly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313	14.4.		Each (1) (2)	faculty Comp Comp assign Partic review	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314	14.4.		Each (1) (2) (3)	faculty Comp Comp assign Partic review develo	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program w, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate.
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315	14.4.		Each (1) (2)	faculty Comp Comp assign Partic review develo Make	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved
1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316	14.4.		Each (1) (2) (3)	faculty Comp Comp assign Partic review develo	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved
$\begin{array}{c} 1301\\ 1302\\ 1303\\ 1304\\ 1305\\ 1306\\ 1307\\ 1308\\ 1309\\ 1310\\ 1311\\ 1312\\ 1313\\ 1314\\ 1315\\ 1316\\ 1317\\ \end{array}$	14.4.		Each (1) (2) (3) (4)	faculty Comp Comp assign Partic review develo Make reposi	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved itory.
$\begin{array}{c} 1301\\ 1302\\ 1303\\ 1304\\ 1305\\ 1306\\ 1307\\ 1308\\ 1309\\ 1310\\ 1311\\ 1312\\ 1313\\ 1314\\ 1315\\ 1316\\ 1317\\ 1318 \end{array}$	14.4.		Each (1) (2) (3)	faculty Comp Comp assign Partic review develo Make reposi Respo	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program w, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved itory.
$\begin{array}{c} 1301\\ 1302\\ 1303\\ 1304\\ 1305\\ 1306\\ 1307\\ 1308\\ 1309\\ 1310\\ 1311\\ 1312\\ 1313\\ 1314\\ 1315\\ 1316\\ 1317\\ 1318\\ 1319 \end{array}$	14.4.		Each (1) (2) (3) (4)	faculty Comp Comp assign Partic review develo Make reposi Respo	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved itory.
$\begin{array}{c} 1301\\ 1302\\ 1303\\ 1304\\ 1305\\ 1306\\ 1307\\ 1308\\ 1309\\ 1310\\ 1311\\ 1312\\ 1313\\ 1314\\ 1315\\ 1316\\ 1317\\ 1318\\ 1319\\ 1320\\ \end{array}$	14.4.		Each (1) (2) (3) (4)	faculty Comp Comp assign Partic review develo Make reposi Respo studen term,	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved itory.
$\begin{array}{c} 1301\\ 1302\\ 1303\\ 1304\\ 1305\\ 1306\\ 1307\\ 1308\\ 1309\\ 1310\\ 1311\\ 1312\\ 1313\\ 1314\\ 1315\\ 1316\\ 1317\\ 1318\\ 1319 \end{array}$	14.4.		Each (1) (2) (3) (4)	faculty Comp Comp assign Partic review develo Make reposi Respo studen term,	within the Hours of Service member shall: oly with their individual workload assignments. oly with the applicable Course Outline of Record(s) (COR) for their ment(s). ipate in SLO assessment and, for full-time members, program v, college accreditation processes, and curriculum and program opment, updates, and technical/program reviews, as appropriate. a syllabus accessible to students and upload to a District-approved itory.

1323 1324	(6)	Respond to student academic concerns, as appropriate, in a timely manner.
1325	(7)	Report all personal absences to the dean/academic administrator as
1326		required by District policy.
1327	( <b>0</b> )	Description of the state of the
1328 1329	(8)	Respond to school/division requests in a timely manner (including but not limited to stipend approvals, teaching assignment requests, activity letters,
1329		and bookstore submissions, including ZTC/OER).
1331		and bookstore submissions, mendeing 210, 021().
1332	(9)	Complete training once every two years in Title IX (20 U.S. Code §1681
1333		et seq.) / unlawful discrimination prevention; and any other training
1334		mandated by law. Complete up to four hours of additional training per
1335		academic year determined to be required; two of these will be directed by
1336		the District and two will be mutually agreed upon by the District and the
1337		Association. Part-time faculty members will receive compensation for
1338		training according to the appropriate stipend rate if required to attend.
1339	(10)	
1340	(10)	First-year probationary faculty members will attend college and District
1341		orientation meetings during the fall semester professional development
1342 1343		week.
1343	(11)	Full-time faculty members shall participate in the commencement
1345	(11)	ceremony, unless participating in a different coincidental District duty
1346		(e.g., a coach attending an athletic competition which coincides with the
1347		commencement ceremony). Full-time faculty who fail to participate in the
1348		commencement ceremony shall report their absence per District policy
1349		and will have one-half $(1/2)$ day of appropriate leave deducted.
1350		
1351	(12)	Tenured faculty members shall complete one (1) peer observation per
1352		semester, as described in Article 17. Tenured faculty members voluntarily
1353		serving as a peer observer for more than one (1) faculty member's peer
1354		observation per semester may apply this time to their college service
1355		requirement.
1356 1357	(13)	Full-time faculty members shall complete their professional development
1358	(13)	obligations, calculated for full-time faculty members at 4.2 hours per
1359		professional development day (for example, if the approved academic
1360		calendar has nine (9) professional development days scheduled, the total
1361		obligation is 37.8 hours). A portion of a faculty member's professional
1362		development obligation hours must be fulfilled by DEIA designated
1363		programming or programming designed to increase teaching and learning
1364		effectiveness. These hours may be completed at any point during the
1365		contract year and must be entered into a District-designated repository by
1366		June 15.
1367		

1368		(14)	Full-time faculty members shall provide an average of one (1) hour per
1369			week of college service as mutually agreed upon with their dean/academic
1370			administrator. These activities are intended to support the division, college
1371			and/or District goals through active participation in one or more of the
1372			following college service categories:
1373			
1374			a) Committee work on the department, division/school, college,
1375			and/or district level
1376			b) Non-classroom college, district, or community activities
1377			c) Department/division/school activities, events, or meetings
1378			d) Student club advisor activities or events.
1379			
1380	b.	Full- a	and part-time faculty members are encouraged to attend and participate in:
1381			
1382		(1)	District-wide opening sessions convened by the Chancellor.
1383			1 8 9
1384		(2)	Opening sessions convened by the college president.
1385		(-)	· · · · · · · · · · · · · · · · · · ·
1386		(3)	Regularly scheduled departmental and division/school meetings convened
1387		(-)	by the department chair or dean/academic administrator.
1388			
1389		(4)	Professional development activities offered throughout the professional
1390		(.)	development calendar.
1391			
1392			
1393			
1394			
1395			
1396			
1397			
1398			
1399			
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1413			

1414			ARTICLE 15
1415			WORKLOAD
1416			
1417	15.1.	Workload –	General Provisions
1418			
1419		-	nembers covered by the Master Agreement are by definition
1420			/teaching faculty, and their regular contracted duties and responsibilities are
1421		instructional	and teaching in nature.
1422	15.0	Tu sture sti su si	1. A satisfies
1423	15.2.	Instructional	Acuvities
1424 1425		a Cata	action of Instructional Activities for which I HE is Assigned
1425		a. Cate	gories of Instructional Activities for which LHE is Assigned
1420		Fort	he purposes of determining faculty loads, each instructional activity will be
1428			and to one of the following five categories as defined in Article 4.
1429		a551g	, ned to one of the following rive categories as defined in Article 4.
1430		(1)	Lecture
1431		(1) (2)	Laboratory
1432		(2) $(3)$	Practicum
1433		(4)	Learning Center/Tutorial
1434		(5)	Library, Counseling Services, and Learning Disability Specialists
1435			(Instructional Activities)
1436			
1437		An a	pplication process to reclassify courses to a different category will be
1438			tuted by the District each spring semester. A committee comprised of
1439			esentatives of the colleges and/or District Services, the Academic Senates of
1440		each	college, and the Faculty Association will meet annually, when necessary, in
1441			r to consider these applications. Changes made during this process will go
1442		into	effect the following spring semester.
1443			
1444		b. Lect	ure, Laboratory, Practicum and Tutorial Assignments:
1445			
1446		(1)	Full-time faculty members who instruct lecture, laboratory, practicum and
1447			tutorial courses will be assigned 30-32 LHE per academic year. The
1448			normal load for full-time faculty shall be thirty (30) LHE per year,
1449			normally assigned as fifteen (15) LHE per semester. If load is over thirty
1450			(30) LHE, LHE in excess of thirty (30), but not to exceed thirty-two (32),
1451			will be paid from the appropriate academic salary schedule (see Appendix
1452			A). The final adjustment payment will be paid on the last working day of
1453			April to allow for adjustments from the fall and spring loads. LHE in
1454			excess of thirty (30), but not exceeding thirty-two (32), which are part of a
1455			faculty member's normal load will not be considered overload, and will
1456			not limit overload as allowed in this Agreement.
1457			
1458		(2)	The normal number of separate course preparations for a full-time faculty
1459			member's load per semester shall not exceed three (3). In special

1460		situat	ions, with the a	agreeme	nt of the faculty me	mber, a faculty member
1461		may t	each more that	n three (.	3) separate preparat	ions. A faculty member
1462		may t	be required, wi	th the ag	greement of the Asso	ociation, to teach more
1463		than t	hree (3), but no	o more t	han five (5), separat	te preparations in a given
1464		semes	ster when a fac	ulty mer	mber cannot otherw	ise make load.
1465						
1466	(3)	Lectu	re. laboratory.	practicu	m and Learning Ce	nter/tutorial instruction
1467	(-)		•	-	ct hour (50 minute)	
1468						
1469	(4)	Lectu	re. laboratory.	practicu	m and tutorial loads	s will be 30-32 LHE per
1470	(.)		•	-	cording to the follo	-
1471		avaav	inite year, eare			
1472			Cont	act Hour	·s	LHE for load
1472			<u>cont</u>		0	
1474	Lectu	ire		1		1
1475		ratory		1		1
	Pract				(6)	
1476			ton/Tutomial	1.2 (5	70)	1
1477	Lean	ing Cer	nter/Tutorial	2		1
1478	Г	1	' 1 D1 (	1 5/6 (	• 1 1 /1 1	1 \
1479	Exan	iple: Dig	gital Photograp	ony 5/6 (	units lecture/lab per	(week)
1480			-			
1481			irs Lecture	=	3 LHE	
1482		6 Hou	rs Practicum	=	<u>5 LHE</u>	
1483					8 LHE for load	
1484						
1485	(5)	Lectu	re Provisions:			
1486						
1487		(a)	The dean/aca	ademic a	dministrator will de	etermine and approve
1488			section cance	ellations		
1489						
1490		(b)	The minimum	m section	n enrollment will be	e eighteen (18) for classes
1491			capped at tw	enty-five	e (25) or below, or t	twenty-two (22) for a class
1492			capped abov			
1493						
1494		(c)	The dean/aca	ademic a	dministrator may a	uthorize a section with less
1495					•	ions such as academic
1496			and/or pedag	gogic rati	ionale, safety, limite	ed number of workstations,
1497						uential programs, program
1498					rcollegiate athletics.	
1499			1 ,		8	
1500		(d)	Large Lectur	re Assign	nments: Large lectu	re sections are those with
1501		(-)	-	-	-	5) students. The following
1502			conditions a			,
1503			· · · · · · · · · · · · · · · · · · ·	I I - J -		
1504			i. Large	e lecture	sections must be m	e-approved and scheduled
1505			U		cademic administra	
			oy th	- acall a	- a chine a chining the	

1506 1507		ii.	The course must be listed in the general catalog of the college and offer units.
1508			
1509		iii.	Consent of the faculty member(s) is required.
1510			
1511		iv.	Large lecture compensation will be calculated on Census
1512			Day using the following formula: For sections with an
1513			enrollment of forty-six (46) to sixty (60) and for every
1514			increment of fifteen (15) thereafter (for example, 61-75),
1515			one (1) additional LHE according to the appropriate salary
1516			schedule (see Appendix A) shall be assigned to the faculty
1517 1518			member's workload according to the ratios defined in
1519			Section 15.3.f. of this Article).
1520		• 7	Large lecture compensation will not apply to the ten (10)
1520		v.	Lige recture compensation will not apply to the ten (10) LHE overload limit.
1522			
1523	(e)	Team ]	Feaching Section: The total LHE assigned to the team that
1524	(C)		the section normally shall not exceed the total LHE
1525			ed to the course. The following conditions apply:
1526		assigne	a to the course. The following conditions upply.
1527		i.	Mutual consent of the affected faculty members and the
1528			dean/academic administrator is required.
1529			1
1530		ii.	All faculty members are responsible for participating in the
1531			preparation, teaching, and grading for the class in
1532			proportion to the amount of LHE each receives.
1533			
1534		iii.	A team-taught section will normally have a maximum
1535			enrollment of forty-five (45) students. This maximum
1536			enrollment will not be exceeded without the permission of
1537			the faculty members.
1538			
1539		iv.	In the event that a team-taught section is identified as a
1540			large lecture section (refer to Section 15.2.b.(5).(d) of this
1541			article), the total large lecture compensation will be
1542			distributed as the LHE is distributed among the team that
1543			teaches the section.
1544	(0)	<b>D</b> '	
1545	(f)		ed (independent) Study: Directed (independent) study
1546			s may be offered when authorized by state law and Board
1547			and subject to the approval of the applicable dean/academic
1548 1549			strator. All academic employees are eligible to instruct a d study section(s). The following conditions apply:
1550		uncele	a stady section(s). The following conditions apply.
1000			

1551 1552		i.	The dean/academic administrator will identify and/or approve all directed study sections.
1553			approve an anceted study sections.
1554		ii.	Consent of the faculty member is required.
1555			
1556		iii.	The time scheduled for directed study section may not
1557			coincide with the faculty member's other assignments.
1558			
1559		iv.	Directed study sections will not count toward the faculty
1560			member's contractual load.
1561			
1562		v.	The faculty member shall be compensated with LHE
1563			according to the appropriate Academic Salary Schedule
1564			(Appendix A) for eight (8) contact hours (Section
1565			15.2.b.(5).(d) above).
1566			
1567		vi.	Directed study sections may involve from one (1) to no
1568			more than three (3) students.
1569			
1570		vii.	A syllabus or course outline of record and student contract
1571			for each study section must be on file with the
1572			dean/academic administrator.
1573			
1574		viii.	The assigned faculty member shall meet with the student(s)
1575			for a minimum of eight (8) contact hours during the
1576			semester.
1577			
1578		ix.	A project, test, paper and/or presentation must be
1579			successfully completed by each student.
1580			
1581	(g)	Produc	ctivity Incentive and Class Averaging:
1582			
1583		i.	Faculty members who have an average of forty-five (45)
1584			students per section, or a total of two hundred twenty-five
1585			(225) students for the semester, shall be allowed to teach
1586			the total of two hundred twenty-five (225) students in no
1587			fewer than four separate sections.
1588			
1589		ii.	Faculty members who have an average of thirty (30)
1590			students per section or greater (150 students per semester),
1591			shall be allowed to teach one (1) section which does not
1592			meet the minimum enrollment as defined in Section
1593			15.2.b.(5).(d).iii above, provided they still have one
1594			hundred fifty (150) students.
1595			

1596 1597 1598 1599 1600 1601 1602 1603 1604 1605		c.	librar LHE and p	y, counseling per academic rogram specifi	compensation section whice Incentive or signments: Full and learning dis year. Load hous ic assignments.	ember may not claim larg on (see Section 15.2.b.(5), th is used for the determin Class Averaging as descr -time faculty members w sability services will be a rs will focus on direct stu The dean/academic admin full-time faculty membe	(d) above) for any nation of Productivity ribed above. ho provide tutorial, ssigned thirty (30) dent contact, outreach, inistrator has the right
1606 1607			(1)	Tutorial coo	ordinators, libra	rians, learning disability s	specialists, and
1608				counseling l	nours will be ca	lculated on a clock hour (	-
1609				basis (or poi	rtions thereof).		
1610 1611						Clock Hours	LHE for Load
1612						<u>CIOCK HOUIS</u>	LITE IOI LOad
1612				Tutorial Co	ordination	2	1
1614				Library		2	1
1615				Counseling		2 2	1
1616				Learning Di	sability	2	1
1617							
1618			(2)	Lecture inst	ruction (refer to	Article 4 and Section 15	5.2. of this Article):
1619					1 1 7 11		
1620				• •		rarians may be assigned a	
1621 1622				LHE	of classroom a	ssignment per semester v	within their workload.
1622				(b) Lear	ning Disability	Specialists' assignments	may yary
1623				(0) Leal	ining Disability	specialists assignments	illay valy.
1625		d.	All L	earning Center	r assignments v	vill be exclusively tutorial	1.
1626				8	0	5	
1627	15.3.	Overle	bad				
1628							
1629		a.	All ov	verload assign	ments are volu	ntary.	
1630				/ 1 ·			1. 0. 1. 1
1631		b.				vill consider full-time fac	-
1632 1633			-		-	ty members receive assig used to replace that facul	
1633				•		f overload is used to mak	
1635				bad may not b	-		te regular load, the
1636			0,011	suu muy nov o	e repræssar		
1637		c.	Overl	oad assignmen	nts may not exc	eed ten (10) LHE per sen	nester. In an
1638				-	•	may be made that allows	
1639			excee	d ten (10) LH	E of overload v	with the approval of the C	ollege President.
1640							
1641		d.	Only	full-time facul	lty members ca	n work overload.	

1642 1643 1644		e.		Instructional assignments outside the traditional fall and spring semester do not constitute an overload assignment.					
1645 1646		f.		-	will be calculated by the followin appropriate academic salary sche				
1647 1648					Contact Hours	LHE			
1649					<u>condet mours</u>				
1650			Lecture		1	1			
1651			Laboratory	/	1	1			
1652			Practicum		1	1			
1653			Learning (	Center/Tutori	ial 2	1			
1654									
1655					Clock Hours	LHE			
1656					_				
1657				oordination	2	1			
1658			Library		2	1			
1659			Counseling	-	2 2	1			
1660			Learning I	Jisability	2	1			
1661 1662	15.4.	Dont T	Time Worklo	ad					
1663	13.4.	Part-1	inne workic	bad					
1664		Part_ti	ime faculty i	nembers ma	y be assigned lecture and non-lect	ture workload			
1665			•		nic administrator has the right to a				
1666		-		nember's wo	•	issign and approve each			
1667		puit ii	inte facality f		inioud.				
1668		a.	Part-time f	faculty memb	pers may accept employment and	workload assignments.			
1669				•	ration, order of employment (offe	-			
1670				-	e fall and spring semesters:	,, 11.7			
1671			1	5	1 0				
1672			(1) Fu	ll-time facult	y members will receive their assignment	gned workloads and			
1673			app	propriate ove	rload(s).	-			
1674									
1675					y members establish priority rehi	re eligibility and receive			
1676			ass	ignments as	follows:				
1677									
1678			(a)	•	rehire eligibility is established in				
1679				departm	ent within each college separately	y, and 1s not transferable.			
1680				•	vi (C 1 1 1	. 1			
1681					lassified employees and manager				
1682 1683				n	ot eligible for priority rehire eligi	onny.			
1684				ii. A	ssignments to coach an intercolle	giate sport related			
1685					tercollegiate sections, and other p				
1686					ssignments specifically connected				
				u.	6 F F				

1687 1688			coaching duties cannot be used to establish priority rehire eligibility for kinesiology/athletics assignments.
1689			
1690 1691			Assignments to serve as a substitute instructor for a section for loss than one hundred percent $(100\%)$ of the term for
1692			for less than one hundred percent (100%) of the term for which the class is scheduled to run are not PPE clicible
1693			which the class is scheduled to run are not PRE eligible.
1694	(b)	The na	rt-time faculty priority rehire eligibility list will be updated
1695	(0)		end of every fall semester to be used for the following
1696			nic year (fall/spring).
1697		acaden	ine year (ran spring).
1698		i.	Part-time faculty who become eligible for priority rehire, as
1699		1.	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)		ablish priority rehire eligibility, a part-time faculty member
1721		must:	
1722			
1723		i.	have been first employed by the program or department
1724			within the college for at least three academic years;
1725 1726		ii.	have held an aggignment in the program or deportment
1720		11.	have held an assignment in the program or department within the college during three of the previous six fall and
1728			spring semesters; and
1729			spring semesters, and
1720		iii.	have received an overall rating of "Meets Standards" or
1731		111.	better in two consecutive evaluations as established in each
1731			program or department within the college;
			restant of asparanent mann the conege,

1733 1734			a)	-	burposes of priority rehire eligibility, if a ty member does not receive a timely evaluation
1735					ecified in Section 17.3 of this Agreement, the
1736				-	nation that should have been completed will be
1737					idered as a "Meets Standards" evaluation if the
1738					of an assignment is made for the following
1739					ester. However, this provision does not preclude
1740					District from subsequently evaluating the part-
1741					faculty member in accordance with Article 17.
1742					
1743			b)	Ano	ut-of-sequence evaluation may be conducted if
1744			0)		oved by the Vice Chancellor of Human
1745					urces in consultation with the Association. An
1746					of-sequence evaluation refers to an evaluation
1747					dition to a regularly scheduled evaluation as
1748					ribed in Article 17.
1749				uesei	
1750				1)	An evaluation conducted in place of a missed
1751				1)	evaluation will not be considered an "out-of-
1752					sequence" evaluation.
1752					sequence evaluation.
1754				2)	An out-of-sequence evaluation of a faculty
1755				2)	member will not be considered a substitute for
1756					the evaluation as conducted according to the
1750					timeline specified in Article 17.
1758					unienie speenieu in Article 17.
1759				3)	An out-of-sequence evaluation may not be
1760				5)	used to establish priority rehire eligibility.
1761					used to establish priority reline englority.
	(d)	To esta	ablish ni	riority	rehire eligibility, a retired full-time faculty
1763	(u)		er must:	•	renire englonity, a retired full time faculty
1764		memor	i must.		
1765		i.	have be	een re	-hired as a part-time faculty member;
1766		1.	nuve ov		mee us a part time faculty memoer,
1767		ii.	have re	eceive	d an overall rating of "Meets Standards" or
1768					most recent evaluation before retirement from
1769			full-tin		
1770			1411-1111	ic sta	tus,
1771		iii.	hovo ro		d an overall rating of "Meets Standards" or
1772		111.			next scheduled evaluation conducted under
1772					ter the faculty member's re-hiring in part-time
				1 / al	ter the faculty member's re-ming in part-time
1774			status.		
1775			If		11 time femilter menter when here a ferral a
1776					all-time faculty member who has resumed
1777					ler part-time status does not receive a timely
1778			evaluat	tion a	s specified in Section 17.3 of this Agreement,

1779 1780			considered	d as a	hat should have been completed will be "Meets Standards" evaluation if the offer of
1781 1782			an assignr	nent i	s made for the following semester.
1782			This provi	ision c	loes not preclude the District from
1784			-		aluating a faculty member in accordance
1785			with Artic	•	
1786					
1787		iv.	have a me	dical	certificate on file with Human Resources.
1788			(Educ. Co	de §8	7408.5)
1789					
1790	(e)		-	•	nire eligibility, a part-time or retired full-
1791			•	ber te	aching part-time must meet the following
1792		conditi	ions:		
1793					
1794		i.			erall rating of "Meets Standards" or better
1795					conducted pursuant to Article 17 of this
1796					faculty member does not receive a timely
1797 1798				-	ecified in Section 17.3 of this Agreement,
1799					hat should have been completed will be "Meets Standards" evaluation if the offer of
1800					s made for the following semester.
1801			an assigni		s made for the following semester.
1802			This provi	ision o	loes not preclude the District from
1803			-		aluating a faculty member in accordance
1804			with Artic	•	
1805					
1806			a) In	the ev	vent that a part-time faculty member with
1807			pri	ority	rehire eligibility receives an overall rating
1808			of	"Parti	ally Meets Standards" in an evaluation or
1809			wł	nile a j	part-time faculty member is under formal or
1810			inf	formal	investigation, the District has the
1811			fol	lowin	g options:
1812					
1813			1)	-	part-time faculty member can be offered one
1814					on the following semester regardless of
1815				PRE	status; or
1816			2)	41. a T	District and deside to such as d the
1817 1818			2)		District can decide to suspend the loyee's PRE status for one semester while
1819				-	ivestigation is conducted; and
1819				all II.	ivestigation is conducted, and
1820				(i)	the part-time faculty member will be given
1822				(1)	a performance improvement plan,
1823					including follow-up activities, dates of
1824					completion, and measurable outcomes to
					1 ,

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				8 9
1837			b) In the ev	ent that a part-time faculty member with
1838			,	rehire eligibility receives an overall rating
1839				atisfactory" in an evaluation, eligible status
1840			shall be	
1841				
1842		ii.	Maintain regula	r employment. If a faculty member with
1843			-	ligibility fails either to request an
1844				pecified in Section 15.4.a.(2).(g) below, or
1845				ignment as specified in Section 15.4.c.
1846			-	2) consecutive semesters, not including
1847				in cases of an approve leave of absence,
1848			-	ligibility is revoked.
1849			priority reline e	
1850		iii.	In the event that	t a part-time faculty member has lost (as
1851				e) and then regains priority rehire eligibility,
1852				epend on the most recent date on which
1853			eligibility was re	
1854			englenney was r	
1855		iv.	If a part-time fac	culty member is under investigation and
1856		1	-	erated of the charges, the reduced semester
1857				in the average calculation of PRE status
1858				juest is formally made to the Vice
1859			-	fuman Resources by the Association.
1860				unian Resources by the Association.
1861	(f)	Subjec	t to the availabili	ity of requested courses or assignment as
1862	(1)	•		me faculty members who have established
1863		-	-	y according to this article are entitled to a
1864			um assignment a	-
1865		111111111	uni assignment a	5 10110W3.
1866		i.	Part-time facult	y members who have established priority
1867		1.		according to this article and who have
1868				verage of at least six (6) LHE, or six (6)
1869			-	ing/tutorial/library hours, during the
1870			•	•) semesters shall be entitled to a minimum
1070			previous iour (4	

1871		assignm	ent of six (6) LHE or six (6) weekly
1872		counseli	ing/tutorial/library hours.
1873			
1874	ii.	Part-tim	e faculty members who have established priority
1875		rehire el	ligibility according to this article and who have
1876			ted an average of at least three (3) but fewer than six
1877		-	E, or three $(3)$ but fewer than six $(6)$ weekly
1878		counseli	ing/tutorial/library hours, during the previous four
1879		(4) seme	esters shall be entitled to a minimum assignment of
1880		three (3)	) LHE or three (3) weekly counseling/tutorial/library
1881		hours.	
1882			
1883	iii.	Part-tim	e faculty members who have established priority
1884			ligibility according to this article and who have
1885			ted an average of at least one (1) but fewer than
1886		-	) LHE, or at least one (1) but fewer than three (3)
1887			counseling/tutorial/library hours during the
1888		•	s four (4) semesters shall be entitled to a minimum
1889		-	nent of one (1) section or one (1) weekly
1890		-	ing/tutorial/library hour.
1891			
1892	iv.	Semeste	ers that a part-time faculty member is on a Human
1893			es-approved leave shall not count in calculating the
1894			LHE/semester.
1895		U	
1896	v.	For a no	on-classroom assignment, an assignment will not be
1897			red available if the number of hours scheduled for
1898		assignat	ble duties necessary to fulfill the assignment have
1899		already	been assigned to a full-time faculty member or
1900		more se	nior part-time faculty member.
1901			
1902	vi.	For a cla	assroom assignment, a course will not be
1903		consider	red available if:
1904			
1905		a) a	all scheduled sections of that course have already
1906		1	been offered and accepted by a full-time faculty
1907		1	member as part of a load or overload;
1908			-
1909		b) a	all scheduled sections of that course have already
1910		1	been offered and accepted by a more senior part-
1911		t	time faculty member as defined in Section
1912			15.4.a.(2).(h) below;
1913			
1914		c) 1	no sections of that course are scheduled at times
1915		1	meeting the availability of the part-time faculty
			·

1960 1961	b.	The fo	ormal of	fer of a	n part-tir	ne assignment must be made in writing.
1959		(3)	All oth	ner part	-time fa	culty will be considered for assignment.
1958		( <b>2</b> )	A 11 - 1			
1957				assign	iment.	
1956				-		tten response stating the reasons for the lack of
1955						e, the dean/academic administrator will, upon request,
1954					-	t-time faculty member is entitled under Section 15.4.
1953				•		ot receive an assigned load at least equal to the load to
1952			(j)			ne faculty member who has established priority rehire
1951			$(\cdot)$	16 11		
1950				during	g the pre	evious eight semesters.
1949				1		ught the same course within the school/division
1948				-		ber has demonstrated competency by having
1947						e college must be courses for which the part-time
1946			(i)			ested for priority assignment within a department or
1945				C		
1944				under	Section	15.4.a.(2).(f) above.
1943						signment in the absence of the conditions described $15.4 \pm (2)$
1942					-	er priority rehire ranking as described above will
1941						s limited availability of sections, the faculty member
1940			(h)			hat two instructors have requested the same course for
1939			$(\mathbf{l}_{\mathbf{r}})$	I.a. 41.	1	
1938				course	es, and t	the times available for assignment.
1937				-	•	he amount of requested assignment, the requested
1936				-	-	pers to respond. Eligible part-time faculty members
1935				-		or that semester, and allow no fewer than ten days for
1934					-	lest to all part-time faculty members for assignment
1933				-		e dean/academic administrator or designee will
1932			(g)			emester during which the assignment will be
1931				р.	, , <b>4</b>	
1930					section	n added after the development of the initial schedule.
1929					-	iment of specific courses, or an assignment of a
1928				vii.		ty rehire eligibility does not guarantee an assignment,
1927						
1926						that semester.
1925					f)	all sections of the course have been cancelled for
1924						
1923					e)	the course is not offered for that semester;
1922						
1921						as specified in Section 15.4.a.(2).(i) below;
1920						demonstrated competence to teach a specific course
1919					d)	the part-time faculty member does not have the
1918						
1917						described in Section 15.4.a.(2).(g) below;
1916						member listed in their assignment request as

1962c.Once a formal offer of an assignment has been made, the part-time faculty1963member will have five (5) days to accept or decline in writing part or all of1964assignment. Failure to accept an assignment within five (5) days of the date1965formal offer may result in the loss of priority rehire eligibility rights for tha1966semester.	e of the
1967	
1968 d. The dean/academic administrator may cancel the assignment of any part-tir	ne
1969 faculty member to provide a full load (15 LHE) assignment to a full-time fa	
1970 member.	ucuity
1970 includer. 1971	
	1+
	•
1973 member, the dean/academic administrator may not cancel the assignment o	•
1974 part-time faculty member for the purpose of providing a full-time faculty m	iember
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 twent	y (20)
1982 LHE. (Educ. Code §87482.5)	
1983	
1984 Any part-time faculty member employed for more than seventy-five percent	nt
1985 (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a	
1986 semester will be entitled to full-time faculty benefits and paid for that seme	-
1987 according to the Full-time Academic Salary Schedule (Appendix A).	
1988	
1989 g. Part-time faculty members may provide service in professional ancillary ac	tivities
and be compensated for such services which will not impact their status as	
1991 temporary employee. (Educ. Code §87482.5)	a
1991 temporary employee. (Educ. Code §87482.5)	
	ation is
	ction is
1994 canceled less than one week before the section is scheduled to begin.	1.0
1995 If a section meets more than once per week, part-time faculty should be pai	
all section meetings that were scheduled for that week. (Educ. Code, §8748	52.8(b))
1997	
i. Part-time assignments will be calculated and compensated by the following	g ratio:
1999	
2000 <u>Contact Hours LHE</u>	
2001	
2002 Lecture 1 1	
2003 Laboratory 1 1	
2004 Practicum 1 1	
2005 Learning Center/Tutorial 2 1	
2005 Learning Center/Tutorial 2 1 2006	

2008 2009 2010 2011 2012			Libran Couns	y	rdination ability	2 2 2 2		1 1 1 1	
2013 2014 2015		j.	facult	-	per pursuant to	precludes the D a personnel act			
2016 2017 2018	15.5.	Work	Experie	ence					
2018 2019 2020 2021		enroll	ed stude	ents. A	WE course is p	ege credit for pa part of the existing han thirty (30) s	ing state-appro	-	
2022 2023		a.	The fo	ollowing	g conditions ap	ply to all facult	y members:		
2024 2025 2026 2027			(1)		al consent of th histrator is requ	e faculty memb ired.	per and the dea	an/academic	
2028 2029 2030			(2)	detern		combination of ean/academic ac oad.			
2031 2032 2033 2034 2035			(3)	consu repres	ltation (at the j	signed WE cour ob site) with the liscuss students lless:	e employer or	designated	
2036 2037				(a)	they have been	en at the worksi	te previously;	i	
2038 2039 2040				(b)	the student is	repeating the c	course at the en	mployer's worl	ksite;
2040 2041 2042 2043				(c)		has been the sit ents at the colle		s previous assig	gnments
2043 2044 2045 2046				(d)	the worksite college;	location is grea	ter than fifteer	n (15) miles fro	om the
2040 2047 2048				(e)	the faculty m	ember and stud	lent are on diff	ferent work sch	nedules;
2049 2050				(f)	the faculty m	ember and stud	lent are workin	ng in a virtual o	office; or
2051 2052				(g)	in case of em	lergency or secu	arity of the ins	structor/student	•

2053				Under one of these circumstances, the faculty member may use alternative
2055				means to consult, such as the telephone, teleconference, partner with
2055				instructors from other colleges or email/internet.
2056				
2050			(4)	The faculty member must maintain and submit all appropriate
2058			(1)	documentation according to CCR, Title 5 §55256.
2050				documentation according to COR, The 5 §55250.
2060			(5)	Compensation for WE instruction is .18 LHE as listed in the appropriate
2060			(5)	academic salary schedule (Appendix A) per student per term.
2061				Compensation will be made upon submission of all appropriate
2063				documentation, assignment obligations, grades and required
2065				documentation to the dean/academic administrator. Documentation must
2065				be submitted by the grading deadline.
2066				
2067		b.	The fo	ollowing conditions apply to full-time faculty members only:
2068		01	1110 1	che wing containone apprij te fan time facarej menioere emj.
2069			(1)	WE may only be taught as an overload assignment; it may not be
2070			(-)	considered as part of a full-time faculty member's regular workload.
2071				······································
2072			(2)	Summer assignments will be limited to one (1) WE class, consisting of
2073				one or more sections. Compensation for WE instruction is .18 LHE as
2074				listed in the appropriate academic salary schedule (Appendix A) per
2075				student per term.
2076				1
2077	15.6.	Instru	ctional	Assignments Outside of the Traditional Fall and Spring Semesters
2078				
2079		Facult	y mem	bers may accept assignments during instructional terms offered outside of
2080			•	l spring and fall semesters, for instance, during the summer or during a
2081		winter	r interse	ession between traditional fall and spring semesters. For the purposes of this
2082		article	, an ins	tructional term is defined as a specific period during which a specific class
2083				s an approved Course Outline of Record (COR), and a final grade is
2084				ltiple instructional terms of differing lengths may be offered during a
2085		specif	ĩc perio	d outside of the traditional spring and fall semesters; for instance, there may
2086		be mo	re than	one instructional term offered during the summer. The following conditions
2087		apply:		
2088				
2089		a.	The d	ean/academic administrator will consider for assignment full-time faculty
2090				pers who meet minimum qualifications within their respective organizational
2091			unit, f	followed by part-time faculty members who have achieved eligibility for
2092			rehire	priority as defined in Section 15.4.(a).(2) et seq. followed by all other
2093			facult	y.
2094				
2095		b.	Assig	nments for instructional sessions outside of the traditional fall and spring
2096			semes	sters are not considered overload assignments.
2097				

	c.	Faculty members may teacl	n up to eighty pe	ercent (80%) of a full-time instructional
	••	•		
		-		
			-	
			- · · ·	
		-		
		2	0	
		article will not count within	the eighty perc	ent (80%) limitation.
	d.	-	•	•
		accordance with the approp	riate Academic	Salary Schedule (Appendix A):
		Cont	act Hours	LHE
		Lecture	1	1
		Laboratory	1	1
		Practicum	1	1
		Learning Center/Tutorial	2	1
		5		
		Cloc	k Hours	LHE
				1
				1
		•		1
		0		1
		Learning Disability	2	1
157	Extro	Duty Dava		
13.7.	Exita	Duty Days		
		East water total total 1		The second states and the second s
	a.			e .
		•		<b>v</b> 1 <b>v</b>
		full-time equivalent duty da	iys as part of the	eir regular contractual assignment:
		-		<u>Extra FTE Days</u>
				17 days (to be assigned as necessary)
				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
				agreed upon of the meanly memoer
	15.7.	c. d. 15.7. Extra a.	<ul> <li>load per instructional term. instructional load an instruction ot equal more than eighty Requests to teach more that may be approved by the factory-case basis. Credit for lar article will not count within</li> <li>d. Assignments will be calculataccordance with the appropriate of the accordance of the accordan</li></ul>	load per instructional term. However, if mu instructional load an instructor holds during not equal more than eighty percent (80%) of Requests to teach more than eighty percent may be approved by the faculty member's of by-case basis. Credit for large lecture as de- article will not count within the eighty percent d. Assignments will be calculated by the follo accordance with the appropriate Academic <u>Contact Hours</u> Lecture 1 Laboratory 1 Practicum 1 Learning Center/Tutorial 2 <u>Clock Hours</u> Tutorial Coordination 2 Library 2 Counseling 2 Learning Disability 2 15.7. Extra Duty Days a. Each extra duty day shall consist of 7.2 hou taken as full days or divided across differer work. Full-time faculty members in the assi full-time equivalent duty days as part of the <u>Assignment(s)</u> Articulation Officer Badminton Coach Baseball Coach Basketball Coach Basketball Coach Cheer Advisor Choral (vocal) Music

2143				and the dean/academic
2144				administrator.)
2145		Cross	Country Coach	16 days
2146		Dance	2	9 days
2147		Flag H	Football Coach	20 days
2148		Footb	all Coach	20 days
2149		Golf (	Coach	16 days
2150		Instru	mental Music	16 days
2151		Learn	ing 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.)
2150		Nursi	nα	4 days (when necessary to work
2160		Tursi		outside the 178 day calendar)
2161		Socce	er Coach	20 days
2162			all Coach	20 days
2162			ming Coach	20 days
2164			s Coach	16 days
2165			Coach	20 days
2165			yball Coach	16 days
2167			Polo Coach	16 days
2167		water	rolo Coacii	10 days
		In the	avant of nostanger competition as	ioned eccelors of that an art will receive
2169				signed coaches of that sport will receive
2170			dditional extra duty day compensation	
2171			1 1	faculty member starting within sixty
2172		. ,	lays after the post-season play is com	pleted and prorated over the annual
2173		contra	act.	
2174	1	<b>T</b> 1 C	11	
2175	b.	The fo	ollowing provisions will apply to all	full-time assigned Extra Duty Days:
2176		(1)		
2177		(1)		y members shall perform regular and
2178			1	cific activities for this additional time
2179				vance by faculty members and their
2180			dean/academic administrator.	
2181				
2182		(2)	Mutually agreed upon activities wi	ll be documented in writing.
2183				
2184		(3)	If a full-time faculty member is not	t available to accept an extra-duty day
2185			assignment, a part-time faculty men	mber 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 of	days as determined by the part-time

2189 Schedule.	
2107 Deficutio.	
2190	
2191 (4) Extra Duty Days can be used within or outside of the 178-day contra	act
2192 year.	
2193	
2194 (5) Activities performed as part of an Extra Duty Day assignment may	
2195 coincide with the faculty member's regular contractual load assignm	nents,
2196 scheduled overload, summer assignments, stipend assignments or	
2197 reassigned time.	
2198	
2199 (6) All faculty members assigned Extra Duty Days will have their salar	
adjusted to reflect the additional time. Such adjustments will be mad	
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	
<ul><li>a. Faculty members shall request an exchange in writing.</li></ul>	
	aia
b. The request must have written approval of both parties and the dean/academ administrator.	linc
2210 administrator.	
2210 c. The exchange is on an hour-for-hour basis and will be completed before the	end
2217 c. The exchange is on an nour-for-hour basis and will be completed before inc 2212 of the following semester.	ciiu
2212 of the following semester.	
d. A faculty member may participate in no more than four (4) unpaid exchang	es for
2215 any one section during any academic year.	05 101
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	
a. Faculty members may accept additional duties and responsibilities in a spec	cific
2223 activity including but not limited to chairing or coordinating.	
2224	
b. Forms of Compensation for Duties beyond Instructional Assignments	
2226	
2227 (1) Stipend: When a faculty member accepts a stipend assignment the	
following conditions apply:	
2229	
(a) The dean/academic administrator will assign and approve all	l
stipends in their area.	
2232	

2233 2234 2235			(b)	All stipends will be in addition to the faculty member's workload assignment.
2236 2237			(c)	Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of
2238				completion of the assignment, and which will require the faculty
2238				member to verify completion and/or satisfaction of the assignment
2240				to the designated administrator for that assignment.
2240				to the designated administrator for that assignment.
2241			(d)	Comparison for stinands shall be calculated at one half of the
2242			(d)	Compensation for stipends shall be calculated at one-half of the
				highest hourly rate on the Full-Time Classroom Overload
2244				Academic Salary Schedule. (Appendix A).
2245		( <b>2</b> )	D	
2246		(2)	•	gned Time: Reassigned time is intended for those faculty members
2247			-	ning duties which require additional time, and a corresponding
2248				on in the amount of time assigned to normal contractual duties.
2249			The fo	llowing conditions apply:
2250				
2251			(a)	Reassigned time may be recommended by the appropriate
2252				administrator.
2253			<i>(</i> <b>1</b> )	
2254			(b)	Consent of the faculty member is required, except in cases where a
2255				faculty member is unable to make load.
2256				
2257			(c)	Faculty members must sign a reassigned time contract which will
2258				include stated outcomes such as expectations, objectives and dates
2259				of completion of the assignment. The faculty member will be
2260				required to provide evidence of completion and/or satisfaction of
2261				the assignment to the appropriate administrator.
2262				
2263			(d)	Faculty members receiving reassigned time will be eligible for
2264				additional workload assignments.
2265				
2266			(e)	The appropriate dean/academic and faculty member will develop a
2267				work schedule that will provide the appropriate time for the faculty
2268				member to complete the activities identified in the reassigned
2269				project. For example: If a faculty member's reassignment activities
2270				include scheduled meetings for every Tuesday during the semester,
2271				at a time during which there is no assigned contractual duty, then
2272				there shall be no conflicts with the assignment.
2273				
2274			(f)	The reassigned time allocated to the bargaining unit as described in
2275				Section 6.7, may not be converted to a stipend.
2276				
2277	c.	Depart	ment Cl	hair Compensation
2278				

- (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,

2319 2320 2321 2322 2323	<ul> <li>including grade grievances against part-time faculty members, as taken from the end of term (EOT) from the preceding fall semester;</li> <li>"LHE" represents the amount of compensation as determined by the Full-Time Classroom Overload Academic Salary Schedule (Appendix A).</li> <li>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:</li> </ul>					
		PT-WFCH	Sections	Courses	FTES	I
	Values	321	27	35	250	I
	Placement	Tier 4	Tier 1	Tier 2	Tier 3	I
	Compensation	2.1	0.6	1.1	1.6	I
			Total		5.4	l

Compensation: LHE

(4) Summer Depa	artment Chair Compensation
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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

2339		
2340	(5)	Supplemental Duty Compensation
2341		
2342		During the regular term or summer, department chairs or other faculty
2343		members may be assigned additional extra-instructional duties beyond
2344		those described in Section 15.9.c.(3) above, and specific to certain
2345		departments and programs, including but not limited to career education
2346		programs (CE).
2347		
2348		Additional compensation for these duties will be calculated at a rate
2349		equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

2351 d. **Coordinator Compensation** 

2352	Certain specific faculty positions are designated as "Coordinator" positions (for
2353	example, EOPS coordinator). Those specific positions may receive up to one
2354	hundred percent (100%) reassignment as required by the coordinated program, as
2355	determined by the appropriate Vice President.
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2398		ARTICLE 16							
2399		PART-TIME FACULTY							
2400									
2401	16.1.	General Provisions							
2402									
2403		Each part-time faculty member shall be covered by all of the provisions of this agreement							
2404		which relate to part-time, temporary, and partial contracts.							
2405									
2406	16.2.	Right of Assignment: The dean/academic administrator has the right to assign and							
2407		approve each part-time faculty member's workload and particular assignment(s) each							
2408		semester (Section 15.4.).							
2409									
2410	16.3.	Workload (see Article 15)							
2411									
2412	16.4.	Evaluations (see Article 17)							
2413	10111								
2414	16.5.	Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies							
2415	10.01								
2416		a. Information regarding academic full-time vacancies at all colleges in the District							
2417		shall be made available to all part-time faculty on the District website and for							
2418		those who request it from Human Resources.							
2419									
2420		b. Part-time faculty members who apply for a vacant full-time position will be							
2421		evaluated in the same way as other candidates and will receive no special							
2422		advantage.							
2423		ud fulluge.							
2424	16.6.	Benefits (Article 27)							
2425	10.0.								
2426	16.7.	Wages (Article 30)							
2427	10.7.								
2428									
2429									
2430									
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2444 2445		ARTICLE 17 EVALUATIONS										
2446 2447	Purpo	Purpose										
2448	-											
2449 2450 2451	-	• •	-	of the e services	evaluation of faculty is the continued improvement of instruction and s.							
2451 2452 2453	17.1.	Probat	robationary Faculty Evaluations									
2454 2455 2456 2457 2458 2459		faculty the ski proces Facult	y memb lls and s, and t y recon	per to un acquire to use ap nmende	onary period is intended to provide sufficient time for the new derstand the expectations of a tenured faculty member, to develop the experience to participate successfully in the educational propriate resources for professional growth and development. d for tenure, therefore, must reflect this standard of excellence in faculty duties and interaction with students and colleagues.							
2460 2461		a.	Evalu	ation Ti	melines							
2462												
2463					lemic administrator will initiate the course of action to establish the							
2464					process for each newly hired faculty member. Except for							
2465 2466					The recommendation from the TRC by December 15 as described in d.1.i below, the evaluation timelines in this article are recommended							
2467				ines on								
2468 2469			(1)	First C	Contract Year							
2470												
2471 2472 2473 2474				(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.							
2475 2476 2477 2478				(b)	The TRC meets with the new faculty member (and throughout the four-year process as appropriate).							
2479 2480 2481 2482				(c)	TRC membership is reported by the dean/academic administrator to the appropriate vice president for each new faculty member by September 15.							
2482 2483 2484 2485				(d)	The TRC meets with the faculty to discuss the process, format, objectives, timelines, and expectations.							
2486 2487 2488				(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			Sinces.
2496		(g)	Observations are completed and returned to the dean/academic
2497		(5)	administrator by November 15.
2498			administrator by November 15.
2498		(h)	Post visit discussions to be held with the feaulty member prior to
		(h)	Post-visit discussions to be held with the faculty member prior to
2500			December 1.
2501		$\langle \cdot \rangle$	
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		(1)	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	l Contract Year
2520			
2521		(a)	Follow the same timeline and process as the first contract year.
2522			I J
2523		(b)	Second semester: A letter of non-renewal or two (2) years renewal
2524		(0)	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
2520			their second contract year, they will be issued a third, two-year
2528			
			contract.
2529	(2)	Thind	Contract Voor
2530	(3)	i nira (	Contract Year
2531		Ec11	the same timeline and measure as the first contract start
2532		FOIIOW	the same timeline and process as the first contract year.
2533	(A)	E	Contract Voor
2534	(4)	rourth	Contract Year

2535 2536		(a)	Follow the same timeline and process as the first contract year.
2530		(b)	Second semester: a letter of tenure or non-renewal will be sent no
2538		(0)	later than March 15. If no notice is received on or before March 15
2539			of the fourth year, the faculty member will return in the fall of the
2540			subsequent academic year as a regular tenured employee.
2541			
2542	b.	Probationary	Period
2543			
2544		1	ary faculty member must be evaluated at least once in each academic
2545			ce. (Educ. Code §87663(a).) The probationary period is ordinarily a
2546		four-year pro	ocess (as described in Educ. Code §§87600-87612). In order to
2547		receive a yea	ar's credit toward attainment of tenure, the faculty member must work
2548		at least seven	nty-five percent (75%) of the academic year (Educ. Code §87605).
2549		However, du	uring the second, third, or fourth contract years, time spent on paid or
2550		unpaid leave	e of absence for the reasons stipulated below may (as determined by
2551		1	be included in computing the seventy-five percent (75%)
2552			if the faculty member serves sufficient time during the year to allow
2553		-	ation process to be completed in the fall semester (Educ. Code
2554			the evaluation had no pending areas for improvement. Qualifying
2555		leaves includ	
2556			
2557		1 I	eave of absence for reason of the birth and bonding with a child or
2558			onding with an adopted or foster child.
2559			Leave to care for an immediate family member with a serious health
2560			ondition.
2561		3. L	eave because of the faculty member's own serious health condition.
2562			·
2563		Though the	District may approve a year's credit toward tenure using paid and
2564		-	es, STRS and PERS service credit could (and likely will) be calculated
2565		differently.	
2566		differentiy.	
2567		(1) Step	One – Initial Hiring: First Contract (one year)
2568		(1) Step	one – mittal minig. I list Contract (one year)
2569		A pr	obationary faculty member (or contract employee) is hired initially on
2570		-	
			e-year contract (§87605). If a faculty member is hired in the spring
2571			ester, the first year will not be complete until the faculty member
2572			hes a complete academic year, usually during the academic year
2573		follo	wing the semester of hire.
2574			
2575		(2) Step	Two – Second Contract (one year)
2576		-	
2577		-	probationary faculty member is not notified of the Board's decision
2578			o issue a contract for the following academic year on or before March
2579			f their first year, they are issued a second one-year contract (§§87608
2580		and 8	37610(a)).

2581 2582 2583 2584 2585 2586		(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)).					
2587		(4)	Step Four – Granting Tenure					
2588 2589			If the probationary faculty member is not notified on or before March 15th					
2590			of the fourth year that the Board has decided not to employ (i.e., to					
2591			dismiss) the faculty member as a permanent, tenured employee for all					
2592 2593			subsequent years, the faculty member will return in the fall of the subsequent academic year as a permanent, tenured employee (§§87609					
2593 2594			and 87610).					
2595								
2596	b.	Tenur	re Review Committee (TRC) and Peer Evaluators					
2597 2598		4 Tor	were Previous Committee (TPC) will follow the condidate(a) through the					
2598 2599			nure Review Committee (TRC) will follow the candidate(s) through the probationary period. Members of this committee have an obligation to					
2600			it to the time frame, uphold the confidentiality of the tenure review process,					
2601			d the principles of equal employment opportunities, promote and respect					
2602			sity and equity, review appropriate documents, and conduct fair and					
2603		unbia	sed evaluation for the purpose of reaching a tenure decision.					
2604 2605		Committees for different probationary faculty members may have the same						
2605		membership but will function separately. However, general team orientation						
2607		meetings about the tenure review process may be conducted with multiple TRCs						
2608		at the division, college, or District level.						
2609								
2610			intment to a TRC will count toward fulfillment of a faculty member's					
2611 2612		college service obligation, and may be eligible for professional development hours as appropriate.						
2612		nours						
2614		The T	RC will be comprised of the following four persons:					
2615								
2616		(1)	The dean/academic administrator, who is a participating member, is					
2617 2618			responsible for overseeing the evaluation process, collecting all evaluation materials, and submitting the annual Faculty Performance Evaluation					
2618			report as prepared by the TRC, including a recommendation regarding the					
2620			continued employment of the probationary faculty member.					
2621								
2622		(2)	Two (2) tenured faculty members/peer evaluators from the department					
2623			and/or division/school, or related department and/or division/school, who					
2624 2625			will serve as participating members. The appointment of these faculty members will follow consultation and consensus between the					
2625			dean/academic administrator and the department chair(s).					
			1					

2627		(3)		tion, the probationary faculty member will be responsible for
2628				ng a full-time faculty member to serve as a mentor, who will be an
2629			adviso	ry member of the TRC. The purpose of the mentor is to serve as an
2630			adviso	r to support and assist the probationary faculty member. The mentor
2631			will att	tend all TRC meetings where the probationary faculty member is
2632			present	t, but will not contribute to the writing or creation of the evaluation
2633			report.	The mentor may also attend TRC meetings where the probationary
2634			faculty	member is not present but is not required to do so. The mentor is
2635			not req	uired to do an observation, but may at the request of the
2636				ionary faculty member. The mentor should be a faculty member
2637			-	familiar with the tenure review process and evaluation procedures
2638				tained in the Academic Employee Collective Bargaining Agreement
2639				th department and division/school policies and procedures.
2640				ionary faculty members may replace their faculty mentor at their
2641			discret	
2642			4150100	
2643		(4)	The an	pointed members of the TRC shall remain the same throughout the
2644		(1)	-	tenure review process except in extenuating circumstances. If a
2645				pating faculty member of the TRC becomes unavailable or unable to
2646				ue, or if a conflict of interest is identified as agreed to by the
2647				ation and the District, the dean/academic administrator shall
2648				t a replacement faculty member in consultation and consensus with
2649				partment chair(s) or the Academic Senate if the conflict is with the
2650				
2651			departi	ment chair or there is no department chair.
		Duchet	:	To cultur Excelution Common ante
2652	c.	Probat	ionary i	Faculty Evaluation Components
2653		(1)	C .16 E	
2654		(1)	Self-E	valuation
2655			()	
2656			(a)	It is essential that each probationary faculty member take full
2657				responsibility for the appropriate portions of their tenure review
2658				process.
2659			(1)	
2660			(b)	The probationary faculty member will submit to the TRC a
2661				portfolio including a report of college, District or committee
2662				service; accomplishments (such as publications, exhibitions or
2663				performances); awards and achievements; appropriate class
2664				materials such as sample syllabi and assignments; goals and
2665				objectives for the next evaluation cycle; mentoring opportunities;
2666				and other pertinent documents, as determined by the probationary
2667				faculty member.
2668				
2669			(c)	The college shall provide course success data disaggregated by
2670				race/ethnicity to the faculty member, and if any of the groups
2671				represented in this data shows consistently lower success rates, the
2672				faculty member will provide a brief self-assessment of how they

2673			will adjust the teaching and learning process for these groups.
2674			Included in this assessment will be any plan of action for course
2675			completion percentages that fell below forty percent (40%).
2676			
2677		(d)	The self-evaluation shall also include a description of the faculty
2678		(u)	member's teaching, learning, and professional practices that
2679			specifically support diversity, equity, inclusion, and accessibility in
2680			the educational environment to improve equitable outcomes and
2681			course completion for all students, and, if applicable, a list of any
2682			DEIA-related professional development activities completed by the
2683			faculty member.
2684			
2685	(2)	Instru	ctional Activity Observations
2686			
2687		The T	RC will conduct scheduled classroom/worksite/electronic
2688		visitat	ion(s) as needed and submit written comments to the dean/academic
2689			istrator. Probationary faculty who are assigned teaching hours in
2690			on to their roles as counselors, librarians, and learning disability
2691			lists shall be evaluated in both their teaching and student service
2692		roles.	
2693		10105.	
2694		(a)	The probationary faculty member and the TRC members will
2695		(a)	mutually agree on the course(s) or equivalent in which the
2696			scheduled observation(s) will take place, so that the faculty
2697			· · · · ·
			member may be observed under optimum conditions for displaying their abilities.
2698			their admities.
2699		(1)	
2700		(b)	Each evaluation shall include at least one $(1)$ observation, lasting at
2701			least fifty (50) minutes. For online classes, the probationary faculty
2702			member will present the course to the member(s) of the TRC
2703			during an observation lasting at least fifty (50) minutes.
2704			
2705	(3)	Stude	nt Surveys
2706			
2707		(a)	The District and Association will mutually agree upon the method
2708			and system used for the collection of student surveys in order to
2709			ensure the highest possible participation rate. If changes to the
2710			collection system become necessary, the District and Association
2711			will meet and mutually agree on a new system. If both parties are
2712			unable to reach mutual agreement, the Chancellor shall make the
2713			final determination.
2714			
2715		(b)	Student surveys will be conducted in all classes taught by the
2716			faculty member during the fall and spring semesters. The objective
2717			will be to determine the student response to areas such as the

2718				nent of the stated and distributed course objectives, effective
2719			comm	unication, and respect for students' rights and needs.
2720		(-)	E	
2721		(c)		ose faculty members who engage in instruction outside of the
2722				om, including librarians, counselors, and learning disability
2723			-	ists, student surveys will be collected within five (5) days of
2724				t contact sessions (i.e., student appointments or reference
2725				isits) during a designated four-week period each fall and
2726			spring	semester.
2727		(1)	<b>T</b>	1 1
2728		(d)	-	shout the probationary period, student surveys shall be
2729				ble to the TRC and may be used in the faculty performance
2730				tion. Results of the student surveys will be discussed with
2731			-	bationary faculty member; however, the student surveys
2732				elves will not be available to the faculty member until after
2733			the due	e date for grades.
2734				
2735		(e)	Studen	t surveys alone may never be used as the sole justification
2736			for an	overall evaluation rating.
2737				
2738	(4)	Report	Prepar	ation
2739				
2740		(a)	The TI	RC will complete a Faculty Performance Evaluation Report
2741			(Apper	ndix B), including a recommendation of continued
2742			employ	yment, based upon:
2743				
2744			i.	the materials from the probationary faculty portfolio;
2745				
2746			ii.	results of observations and student surveys;
2747				
2748			iii.	items relevant to the instructional duties assigned to the
2749				probationary faculty member, including adherence to Board
2750				Policy, Administrative Regulations, and college processes
2751				and deadlines;
2752				
2753			iv.	a review of activities which are outside of the instructional
2754				duties, including those defined within Board Policy,
2755				Administrative Regulations, and the appropriate job
2756				posting;
2757				pooring,
2758			v.	information regarding participation in curriculum
2759				development and review, and in development and
2760				assessment of student learning outcomes. Any information
2761				included in the probationary faculty member's evaluation
2762				regarding participation in curriculum or student learning
2762				outcome processes must be verified and documented.
2105				outcome processes must be vermed and documented.

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

2810				(b)	The p	resident will:			
2811 2812					i.	review recommendation(s),			
2813									
2814					ii.	forward recommendation(s), including their			
2815						recommendations based upon their direct observation, to			
2816						the Chancellor.			
2817					The C	No			
2818 2819				(c)	I ne C	Chancellor will:			
2819					i.	review recommendation(s),			
2821					1.	review recommendation(5),			
2822					ii.	forward recommendation(s), including their			
2823						recommendations, to the Board of Trustees.			
2824									
2825	17.2.	Tenu	red Facu	ılty Eva	luation				
2826		TT1 (	1 (	<b>1</b> 4	1				
2827 2828				-		on process is designed to improve the teaching and learning			
2828						ent services, to provide a basis for professional growth and with California Community College's laws and regulations.			
282)						igned teaching hours in addition to their roles as counselors,			
2831						bility specialists shall be evaluated in both their teaching and			
2832			student service roles.						
2833									
2834		a.	Evalu	ation Ti	imeline	S			
2835					,				
2836			(1)			demic administrator will initiate the tenured faculty			
2837 2838				evalua	ation pr	ocess every three (3) years.			
2838									
			(2)	The e	valuatio	on process must be completed by the end of the academic year			
2840			(2)			on process must be completed by the end of the academic year process was, or the process must begin anew.			
2840 2841			(2)			on process must be completed by the end of the academic year process was, or the process must begin anew.			
		b.		in whi	ich the	· · · ·			
2841 2842 2843		b.	Tenur	in whi ed Facu	ich the ilty Eva	process was, or the process must begin anew. Iluation Process			
2841 2842 2843 2844		b.		in whi ed Facu	ich the	process was, or the process must begin anew. Iluation Process			
2841 2842 2843 2844 2845		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati	process was, or the process must begin anew. Iluation Process on			
2841 2842 2843 2844 2845 2846		b.	Tenur	in whi ed Facu	ich the ilty Eva Evaluati The fa	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic			
2841 2842 2843 2844 2845 2846 2846		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or			
2841 2842 2843 2844 2845 2846 2847 2848		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin comn	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or hittee service; accomplishments (such as publications,			
2841 2842 2843 2844 2845 2846 2846		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin comm exhib	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or			
2841 2842 2843 2844 2845 2846 2847 2848 2849		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin comn exhib appro and o	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or hittee service; accomplishments (such as publications, itions or performances); awards and achievements; priate class materials such as sample syllabi and assignments; ther pertinent documents, as determined by the tenured			
2841 2842 2843 2844 2845 2846 2847 2848 2849 2850 2851 2852		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin comn exhib appro and o	process was, or the process must begin anew. Aluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or hittee service; accomplishments (such as publications, itions or performances); awards and achievements; priate class materials such as sample syllabi and assignments;			
2841 2842 2843 2844 2845 2846 2847 2848 2849 2850 2851 2852 2853		b.	Tenur	in whi red Facu Self-E a)	ich the ilty Eva Evaluati The fa admin comn exhib appro and o facult	process was, or the process must begin anew. duation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or hittee service; accomplishments (such as publications, itions or performances); awards and achievements; priate class materials such as sample syllabi and assignments; ther pertinent documents, as determined by the tenured y member.			
2841 2842 2843 2844 2845 2846 2847 2848 2849 2850 2851 2852		b.	Tenur	in whi red Facu Self-E	ich the ilty Eva Evaluati The fa admin comn exhib appro and o facult The C	process was, or the process must begin anew. Iluation Process on aculty member will submit to the dean/academic histrator a portfolio including a report of college, District or hittee service; accomplishments (such as publications, itions or performances); awards and achievements; priate class materials such as sample syllabi and assignments; ther pertinent documents, as determined by the tenured			

2856 2857 2858 2859 2860 2861 2862 2863 2864 2865 2866 2865 2866 2867 2868		c)	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%). 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.
2869			faculty memoer.
2870	(2)	Instru	ctional Activity Observation
2870	(2)	mstru	chonal rentity observation
2872		The at	opropriate dean/academic administrator, or designee will make
2873			uled classroom/worksite/electronic visits as described below:
2874			
2875		(a)	The faculty member and dean/academic administrator or designee
2876			will mutually agree on the course(s) or equivalent in which the
2877			scheduled observation(s) will take place, so that the faculty
2878			member may be observed under optimum conditions displaying
2879			their abilities.
2880			
2881		(b)	Each evaluation shall include at least one (1) observation, lasting at
2882			least fifty (50) minutes. For online classes, the faculty member will
2883			present the course to the evaluator during an observation lasting at
2884			least fifty (50) minutes.
2885			
2886	(3)	Peer C	Dbservation
2887			
2888		(a)	Only one peer observation is required for each faculty member
2889			being evaluated.
2890		(1)	
2891		(b)	The faculty member being evaluated will submit a list of up to
2892			three (3) names of tenured faculty members to serve as potential
2893			peer observers. The dean/academic administrator, in consultation
2894 2895			with the department chair, will select one faculty member from the list of three (2) to conduct the peer observation. Should none of the
2895			list of three (3) to conduct the peer observation. Should none of the faculty members on the list be available to serve, the
2890 2897			dean/academic administrator will work with the faculty member
2897			being evaluated to select a different tenured faculty member from
2898			within the District.
2900			
_> • • •			

2901 2902 2903 2904 2905 2906 2907	(c)	Once the dean/academic administrator sends a request, the member being evaluated shall respond to the dean/academi administrator's request for the three peer observer names w five (5) calendar days or the dean/academic administrator s make the Peer Observer selection in consultation with the department chair.			
2908 2909 2910 2911	(d)	mer des	mber i	rd (3rd) week of the semester in which a tenured faculty s being evaluated, they will select one of the options below and inform the dean/academic administrator in	
2912 2913 2914		i.		n 1: The peer observer will conduct an observation based lassroom/worksite/electronic visitation.	
2915					
2916			a)	The faculty member and the peer observer will mutually	
2917			,	agree on the course or equivalent in which the scheduled	
2918				observation will take place, so that the faculty member	
2919				may be observed under optimum conditions for	
2920				displaying their abilities.	
2921					
2922			b)	The observation shall last at least fifty (50) minutes. For	
2923			,	online classes, the faculty member will present the	
2924				course to the peer evaluator during an observation	
2925				lasting at least fifty (50) minutes.	
2926					
2927			c)	The peer observer shall submit written comments to the	
2928			/	dean/academic administrator, which will be provided to	
2929				the faculty member being evaluated and attached to the	
2930				evaluation as a peer review component.	
2931					
2932		ii.	Option	n 2: The peer observer will review the student evaluations	
2933			from t	the previous six (6) semesters, if available. This is a pilot	
2934				am and is being added as an alternate option for the peer	
2935				v process for years 1 and 2 of the contract. The parties	
2936				to meet in May 2026 to evaluate issues/concerns related	
2937			-	tion 2 and reopen the article for revision and/or an	
2938			-	sion of the program. If no student evaluations are	
2939				ble, the faculty member being evaluated must select	
2940			Option		
2941			-		
2942			a)	The peer observer shall review the student evaluations,	
2943				discuss the results of the evaluations with the faculty	
2944				member being evaluated, and submit written comments	
2945				to the dean/academic administrator, which will be	

2946				provided to the faculty member being evaluated and
2947				attached to the evaluation as a peer review component.
2948				
2949			b)	Option 2, if selected, may only be used once every six
2950				(6) years. Therefore, if Option 2 is selected in any given
2951				academic year, the faculty member will be required to
2952				use Option 1 in the subsequent evaluation cycle.
2953				1 1 2
2954	(4)	Studen	t Surveys	
2955			2	
2956		(a)	The Distr	rict and Association will mutually agree upon the method
2957				m used for the collection of student surveys in order to
2958				e highest possible participation rate. If changes to the
2959				system become necessary, the District and Association
2960				and mutually agree on a new system. If both parties are
2961				ach mutual agreement, the Chancellor shall make the final
2962			determina	e .
2963				
2964		(b)	Student s	urveys will be conducted in all classes taught by the
2965				ember during the fall and spring semesters so that faculty
2966			•	nem for self-improvement. Student surveys are to be
2967				prior to December 1 for the fall semester and prior to May
2968			-	spring semester. Student surveys will be available to the
2969				ember after the due date for grades.
2970			10000109 111	
2971		(c)	The object	ctive of student surveys is to determine the student
2972		(-)	•	to areas such as the fulfillment of the stated and
2973			-	d course objectives, effective communication, and respect
2974				nts' rights and needs. When a faculty member is being
2975				I, the student surveys for each of the semesters within the
2976				valuation period will be available to the dean/academic
2977				ator or designee and the information may be used in the
2978				erformance evaluation.
2979			racardy p	
2980		(d)	There is r	no minimum percentage of student survey responses
2981		(u)		However, if student respondents for any one class fall
2982			-	e required minimums (as outlined below), such responses
2983				be used by the dean/academic administrator for the
2984			• •	of ensuring that the faculty member is meeting their
2985			1 1	nal obligations and/or adhering to Board Policy and
2986			-	rative Regulations requirements, after validation by the
2987				lemic administrator.
2988			acuil aca	
2989			Required	Minimums based on census enrollments:
2990			required	training oused on consus enforments.
2991			1) Class	sizes of 30 or less need at least 6 student respondents;
			1) 01035	sizes of 50 of ress need at reast 0 student respondents,

2992 2993			2) Cla	ass sizes of 31 to 74 need at least 8 student respondents;	
2994			3) Cla	ass sizes of 75+ would need at least 15 student respondents.	
2995			<b>D</b> 4		
2996		(e)		ose faculty members who engage in instruction outside of the	
2997				om, including librarians, counselors, and learning disability	
2998				ists, student surveys will be collected within five (5) days of	
2999				t contact sessions (i.e., student appointments or reference	
3000				isits) during a designated four-week period each semester.	
3001				is no minimum percentage of student survey responses	
3002			1	ed. However, if there are fewer than eight (8) respondents to	
3003				vey, such responses may only be used by the dean/academic	
3004				strator for the purpose of ensuring that the faculty member	
3005				ting their professional obligations and/or adhering to Board	
3006				and Administrative Regulations requirements, after	
3007			validat	ion by the dean/academic administrator.	
3008		(6)	04-1		
3009		(f)		t surveys alone may never be used as the sole justification	
3010			for an o	overall evaluation.	
3011 3012	(5)	Donort	Dronor	ntion	
3012	(5)	Report	Prepara		
3013		$(\mathbf{a})$	The de	an/acadamia administrator will complete a Faculty	
3015		(a)	The dean/academic administrator will complete a Faculty Performance Evaluation Report (Appendix B), including a		
3015				nendation of continued employment, based upon:	
3017			Iccollin	nendation of continued employment, based upon.	
3018			i.	the materials from the faculty portfolio;	
3019			1.	the materials from the faculty portiono,	
3020			ii.	results of observations by the dean/academic administrator	
3021			11.	or designee and peer observer;	
3022				or designee and peer observer,	
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.	

3038 3039			(b)	Faculty members shall not be held accountable for any aspect of
3039				the educational program over which they have no authority.
3040			(c)	Evaluations are to be based on the materials described in this
3041			(0)	article.
3042				
3045				Hearsay statements, rumors or information from anonymous
3045				sources shall be excluded from written evaluations. The
3046				dean/academic administrator may include in the written evaluation
3047				information which has been documented through a completed
3048				investigation subsequent to a complaint, the findings of which have
3049				been delivered to the faculty member under evaluation prior to the
3050				inclusion of this information in the evaluation report.
3051				1
3052		c. Follo	w-up Pr	ocedures
3053			1	
3054		(1)	If a te	nured faculty member receives an overall rating below "Meets
3055				ards," the dean/academic administrator will develop a Performance
3056			Impro	wement Plan including follow-up activities with dates of completion,
3057			and m	easurable outcomes to address those performance issues which need
3058			impro	vement. A performance improvement plan may be developed by the
3059			dean/a	academic administrator for a rating below "Meets Standards" in any
3060			indivi	dual category.
3061				
3062		(2)		aculty member receiving an overall rating below "Meets Standards"
3063			will b	e evaluated again within twelve (12) months.
3064				
3065		(3)		subsequent evaluation, if the faculty member does not receive an
3066				ll rating of "Meets Standards" or better, the faculty member will not
3067			•	gible for any overload assignments until such time as future
3068			evalua	ation results in an overall "Meets Standards" or better.
3069	17.2		14 5	1
3070	17.3.	Part-Time Fa	aculty Ev	valuations
3071		The next time	a fa avilta	v avaluation measures is designed to immersue the topships and learning
3072		-	•	v evaluation process is designed to improve the teaching and learning
3073		1	•	of student services, and to provide the part-time faculty member a
3074 3075		-		l growth and development. Part-time faculty who are assigned
3073 3076		-		lition to their roles as counselors, librarians, and learning disability valuated in both their teaching and student service roles. In the case
3070 3077		1		ons are necessary, if the department chair or other tenured faculty
3078				ator as the designee of the dean/academic administrator, they will
3078				onduct one of the class/worksite/electronic visits and the
3080		• •		nistrator will be required to conduct the other.
3081				1
3082		a. Evalu	uation Ti	imelines
3083				

3084 3085 3086		(1)	-	part-time faculty member shall be evaluated during the ster/term of their first assignment at that college.
3087 3088 3089		(2)	every	equent reviews will be every sixth semester, and no fewer than one in three years. Out-of-sequence evaluations may also occur as needed roved by the vice chancellor of Human Resources in consultation
3090 3091 3092		(3)	with t Part-ti	he Association. ime faculty only assigned during a summer or winter intersession e evaluated in the term of their first assignment and then every 3
3093 3094		- ·	years	thereafter.
3095 3096	b.	Part-t11	me Fac	culty Evaluation Process
3097 3098		(1)	Self-E	Evaluation
3099 3100			(a)	The faculty member will submit to the dean/academic administrator a portfolio including a report of appropriate class materials (such as
3101 3102				sample syllabi and assignments); accomplishments (such as publications, exhibitions or performances); awards and
3103				achievements; and other pertinent information, including college
3104 3105				activities and service, as determined by the part-time faculty member.
3106				
3107			(b)	The college shall provide course success data disaggregated by
3108 3109				race/ethnicity to the faculty member, and if any of the groups 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 3113				this assessment will be any plan of action for course completion percentages that fell below forty percent (40%).
3114				percentages and fer cerest ferey percent (1070).
3115			(c)	The self-evaluation shall also include a description of the faculty
3116 3117				member's teaching, learning, and professional practices that 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 3121				DEIA-related professional development activities completed by the faculty member.
3122				faculty memoer.
3123		(2)	Instru	ctional Activity Observation
3124			<b>T</b> 1	., 1 / 1 . 1 1
3125 3126				ppropriate dean/academic administrator or designee will make uled classroom/worksite/electronic visits as described below:
3127			Seried	
3128 3129			(a)	The part-time faculty member and dean/academic administrator or designee will mutually agree on the course(s) or equivalent in

3130 3131 3132 3133			which the scheduled observation(s) will take place, so that the faculty member may be observed under optimum conditions displaying their abilities.
3134 3135 3136 3137		(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.
3138 3139 3140 3141 3142 3143		(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.
3144	(3)	Peer O	bservation
3145 3146 3147 3148		(a)	Only one peer observation is required for each faculty member being evaluated.
3149 3150 3151		(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
3152 3153 3154 3155 3156 3157			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.
3158 3159 3160 3161 3162 3163 3164		(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.
3165 3166 3167 3168		(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.
3169 3170 3171 3172			i. Option 1: The peer observer will conduct an observation based on a classroom/worksite/electronic visitation.
3173 3174 3175			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			evaluat	tions 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			-	ct. The parties agree to meet in May 2026 to evaluate
3194			issues/	concerns related to Option 2 and reopen the article for
3195				n and/or an extension of the program. If no student
3196				tions are available, the faculty member being evaluated
3197				elect Option 1.
3198				1
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				1
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				1 1 5
3212		Tenured fac	culty me	embers shall be obligated to serve as a peer observer
3213			•	Tenured faculty members serving as peer observers for
3214		-		beer observation per semester may use their college
3215			· / -	Ifill this requirement.
3216				····· ····· · · · · · · · · · · · · ·
3217	(4)	Student Sur	vevs	
3218	()			
3219		(a) The	District	t and Association will mutually agree upon the method
3220				used for the collection of student surveys in order to
3220			•	highest possible participation rate. If changes to the
5221		CHSt		inghest possible participation rate. If changes to the

3222		collection system become necessary, the District and Association
3223		will meet and mutually agree on a new system. If both parties are
3224		unable reach mutual agreement, the Chancellor shall make the final
3225		determination.
3226		
3227	(b)	Student surveys will be conducted in all classes taught by the
3228	(0)	faculty member during the fall and spring semesters so that faculty
3229		can use them for self-improvement. Student surveys are to be
3230		initiated prior to December 1 for the fall semester and prior to May
3231		1 for the spring semester. Student surveys will be available to the
3232		faculty member after the due date for grades.
3233		faculty member after the due date for grades.
3234	(a)	The objective of student surveys is to determine the student
3235	(c)	The objective of student surveys is to determine the student
		response to areas such as the fulfillment of the stated and
3236		distributed course objectives, effective communication, and
3237		respect for students' rights and needs. When a faculty member is
3238		being evaluated, the student surveys for each of the semesters
3239		within the formal evaluation period will be available to the
3240		dean/academic administrator or designee and the information may
3241		be used in the faculty performance evaluation.
3242		
3243	(d)	There is no minimum percentage of student survey responses
3244		required. However, if student respondents for any one class fall
3245		below the required minimums (as outlined below), such responses
3246		may only be used by the dean/academic administrator for the
3247		purpose of ensuring that the faculty member is meeting their
3248		professional obligations and/or adhering to Board Policy
3249		requirements, after validation by the dean/academic administrator.
3250		
3251		Required Minimums based on census enrollments:
3252		
3253		1) Class sizes of 30 or less need at least 6 student respondents;
3254		2) Class sizes of 31 to 74 need at least 8 student respondents;
3255		3) Class size s of 75+ would need at least 15 student respondents.
3256		
3257	(e)	For those faculty members who engage in instruction outside of
3258		the classroom, including librarians, counselors, and learning
3259		disability specialists, student surveys will be collected within five
3260		(5) days of student contact sessions (i.e., student appointments or
3261		reference desk visits) during a designated four-week period each
3262		semester. There is no minimum percentage of student survey
3263		responses required. However, if there are fewer than eight (8)
3264		respondents to the survey, such responses may only be used by the
3265		dean/academic administrator for the purpose of ensuring that the
3266		faculty member is meeting their professional obligations and/or
2200		wearly memoer is meeting then professional congutons and/or

3267 3268			Ihering to Board Policy requirements, after validation by the ean/academic administrator.
3269 3270 3271 2272	(	,	tudent surveys alone may never be used as the sole justification or an overall evaluation.
3272 3273 3274	(5) R	Report Pi	reparation
3275 3276 3277	(;	Pe	he dean/academic administrator will complete a Faculty erformance Evaluation Report (Appendix B), including a ecommendation of continued employment, based upon:
3278 3279 3280		i.	the materials from the faculty portfolio;
3280 3281 3282 3283		ii.	results of observations by the dean/academic administrator or designee and peer observer, if different from designee;
3283 3284 3285		iii	i. results of student surveys from the evaluation period;
3286 3287 3288		iv	t. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
3289 3290 3291 3292		v.	a review of activities which are outside of the instructional duties, including those defined within Board Policy;
3293 3294 3295 3296 3297		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.
3298 3299 3300 3301 3302	(	as	art-time faculty members shall not be held accountable for any spect of the educational program over which they have no athority.
3302 3303 3304 3305	(•	,	valuations are to be based on the materials described in this ticle.
3306 3307 3308 3309 3310 3311 3312		sc m do cc to	earsay statements, rumors or information from anonymous purces shall be excluded from written evaluations. The evaluator ay include in the written evaluation information which has been ocumented through a completed investigation subsequent to a omplaint, the findings of which investigation have been delivered the faculty member under evaluation prior to the inclusion of is information in the evaluation report.

<ul><li>3313</li><li>3314</li><li>3315</li><li>3316</li></ul>			(d)	full-tin the dea	vation of a part-time faculty member may be completed by a ne faculty member as the designee of the vice president or an/academic administrator, under the following astances:
				circuin	istances.
3317					
3318				i.	The full-time faculty member is tenured,
3319					
3320				ii.	The full-time faculty member is in good standing with an
3321					evaluation of "Meets Standards" or better on their most
3322					recent evaluation,
3323					
3324				iii.	The full-time faculty member is approved by the
3325					appropriate dean/academic administrator,
3326					
3327				iv.	Department chairs will have the first right of refusal for all
3328				1.	observations of part-time faculty members in their areas,
3329					observations of part-time faculty memoers in their areas,
				••	In the execut that the feasility abcomised determined that an
3330				v.	In the event that the faculty observer determines that an
3331					observation is likely to result in the observed part-time
3332					faculty member receiving an overall rating below "Meets
3333					Standards," the evaluation process will revert to the
3334					dean/academic administrator, who will conduct a new
3335					observation in order to complete the evaluation. In order to
3336					initiate the transfer of the evaluation to the dean/academic
3337					administrator, the faculty observer shall complete the
3338					Transfer of Evaluation Form (Appendix C).
3339					
3340		c.	For those part-	-time fa	culty members with priority rehire eligibility as described in
3341			-		procedures in relation to continued priority rehire eligibility
3342					ibed in Article 15.
3343					
3344	17.4		Violations of t	he Eval	luation Process
3345	17.1		v loiddolls of t		
3346			Allegations th	at the D	District has not complied with the evaluation procedures shall
3347			•		the grievance procedure in this Agreement. While violations
3348					
				-	ocedures may be subject to the grievance procedure, a non-
3349					e evaluation shall not be grievable. The parties recognize
3350					eadlines and procedural requirements in the process and that
3351					hile the parties expect the process to be followed as written,
3352					non-substantive procedural error could occur but may not
3353			-	-	e result. A "substantive error" is one which, if not made,
3354			would have ch	anged t	he result.
3355					
3356					
3357					
3358					

3359				ARTICLE 18							
3360				PERSONNEL FILES							
3361											
3362	18.1.	Genera	General Provisions								
3363											
3364		There	There shall be only one official personnel file for each faculty member. This file shall be								
3365		secured by Human Resources.									
3366											
3367	18.2.	Access	Access to Files and Release of Personnel Information								
3368											
3369		a.	The faculty member shall have access to their file at reasonable intervals and at								
3370				reasonable times, with reasonable advance notice subject to the following							
3371			restric								
3372											
3373			(1)	The employee shall not have the right to inspect personnel records at a							
3374				time when the employee is actually required to render services to the							
3375				District.							
3376											
3377			(2)	The employee shall not have the right to inspect materials the access to							
3378				which is specifically excluded by federal or state regulation or statute.							
3379											
3380		b.	Repres	sentatives of the Association shall have access at reasonable intervals and at							
3381			-	able times, with reasonable advance notice, to the file with the faculty							
3382				er's written authorization.							
3383											
3384		c.	Manag	gement's access to a faculty member's personnel file shall be restricted to							
3385				ized administrators, authorized personnel office staff, and the faculty							
3386				er's immediate supervisor. The information and contents of a faculty							
3387				er's personnel file may not be released to anyone else without the faculty							
3388				er's express prior written consent, or in order to comply with a legal							
3389				ement such as a court order.							
3390			1								
3391	18.3.	Placen	nent of	Material in Personnel Files							
3392											
3393		a.	Any m	naterial placed in a faculty member's file must be signed and dated. A copy							
3394			-	be given to the faculty member prior to the time of insertion in the personnel							
3395			file.								
3396											
3397		b.	Inform	nation of a derogatory nature shall not be entered into an employee's							
3398				anel records unless and until the employee is given notice and an							
3399			-	tunity to review and comment on that information. The employee shall have							
3400				ht to enter into their personnel file, and have attached to any derogatory							
3401			-	ent, their own comments. A faculty member who alleges that information							
3402				r personnel file is false or erroneous shall have the right to file a grievance							
3403				purpose of having such information rectified or expunged. Nothing herein							

3404		shall limit the right of a faculty member to grieve disciplinary actions, including
3405		but not limited to documents which are punitive or disciplinary in nature.
3406		
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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3450 3451 3452			ARTICLE 19 TRANSFERS
3453 3454	19.1.	Genera	al Provisions
3455 3456 3457 3458 3459		moven transfe	ral transfer refers to any administrative or Board action which results in the nent of a faculty member from one immediate supervisor or site to another. A er may be initiated by the faculty member ("voluntary") or by the District luntary").
3460 3461 3462	19.2.		tary Lateral Transfers: A faculty member may request a voluntary lateral transfer to or vacated position to take effect at the beginning of the next academic semester.
3463 3464		a.	The request for voluntary lateral transfer may be initiated at any time.
3465 3466 3467 3468		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.
3469 3470 3471		c.	No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.
3472 3473 3474		d.	If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.
3475 3476 3477	19.3.		ntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. shall be based on the educational needs of the District.
3478 3479 3480 3481 3482		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.
3483 3484 3485 3486 3487		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).
3488 3489 3490 3491		c.	A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
3492 3493 3494 3495		d.	An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

3496		ARTICLE 20
3497		TRAVEL
3498		
3499	20.1.	Faculty members shall be reimbursed for actual and necessary expenses incurred while
3500		on District-approved travel as permitted in Board Policy.
3501		
3502	20.2.	Current IRS rates will be used for private automobile mileage reimbursement.
3503		
3504	20.3.	Faculty members shall be covered under Worker's Compensation Insurance as provided
3505	20101	by law.
3506		
3507	20.4.	If the District requires a faculty member to drive a District vehicle and a special
3508	20.11	California driver's license is required to drive that vehicle, the District shall pay the costs
3509		involved in obtaining the license, including the cost of the license.
3510		involved in counting the needse, mendanig the cost of the needse.
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3542		ARTICLE 21
3543		HEALTH AND SAFETY
3544		
3545	21.1.	Faculty member health and safety is a primary concern of the District and the
3546		Association. The District and Association are committed to maintaining a safe, hygienic,
3547		and sanitary working environment in compliance with law and regulations, both on
3548		campus and in District-supported digital instructional spaces that are reasonably within
3549		the District's supervision and control. The District shall not be responsible for ensuring
3550		the health or safety of a faculty member who fails to comply with recommendations or
3551		directions for maintaining safe online environments that are provided in writing by the
3552		District/college or who fails to comply with recommendations made in response to a
3553		specific incident or threat to health or safety that are provided in writing by the
3554		District/college.
3555		
3556	21.2.	The District shall comply with all applicable federal, state, and local laws and regulations
3557		affecting faculty member health and safety in providing and maintaining safe working
3558		conditions and equipment.
3559		
3560	21.3.	The District shall take reasonable and prompt corrective action to eradicate all known
3561	-	cases of toxins, carcinogens, and hazards as mandated by law. To the extent that certain
3562		toxic or hazardous materials are necessary to the operation of the colleges and to conduct
3563		certain instructional programs, the District is responsible for ensuring that all necessary
3564		hazardous or toxic materials will be stored with all necessary precautions to control
3565		access and minimize risk to District personnel in accordance with applicable federal,
3566		state, and/or local requirements.
3567		
3568	21.4.	No faculty member shall be required to work in unsafe conditions or perform tasks that
3569		endanger their health, safety, or well-being as determined under applicable federal, state,
3570		or local requirements, unless reasonably necessary in the performance of their contractual
3571		duties. If a faculty member's contractual duties require tasks that potentially endanger a
3572		faculty member's health, safety, or well-being, it is the District's responsibility to provide
3573		every reasonable precaution to mitigate the risk in accordance with applicable federal,
3574		state, and local requirements.
3575		
3576	21.5.	The District will comply with all applicable federal, state, and local requirements, and
3577		take reasonable steps to maintain appropriate levels of lighting, ventilation, air filtration,
3578		temperature, safety, and security at the workplace.
3579		
3580	21.6.	A faculty member who notices any unsafe or unhealthy condition(s) shall report it
3581		immediately to their dean/academic administrator and/or campus police (whichever is
3582		most appropriate). In an emergency circumstance that endangers the immediate safety of
3583		the faculty member or others, faculty have the authority to take reasonable emergency
3584		action(s) to secure their immediate safety and the immediate safety of others. Should such
3585		action be taken, the faculty member must report the condition(s), and any mitigating acts
3586		taken, to their dean/academic administrator and/or campus police as soon as possible. The

3587 3588 3589		District shall not retaliate against a faculty member for reporting unsafe or unhealthy conditions and/or taking reasonable emergency actions.
3590 3591 3592 3593 3594 3595	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.
3596 3597 3598 3599	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.
3600 3601 3602 3603		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.
3603 3604 3605 3606 3607 3608		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.
3608 3609 3610 3611 3612 3613 3614 3615 3616		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.
3617 3618 3619 3620 3621 3622	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.
3623 3624 3625	21.10.	In extended emergency situations, the District, in consultation with the Association, will establish safety protocols related to the return to work.
3623 3626 3627 3628 3629 3630 3631 3632	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.

3633				ARTICLE 22				
3634			LAY-(	OFF PROCEDURES AND FACULTY SERVICE AREAS				
3635								
3636	22.1.	Ge	eneral Provi	isions				
3637								
3638		Sh	ould the Di	strict institute a layoff of full-time faculty, the statutory guarantees				
3639			contained in the California Educ. Code as applicable to Community College Districts					
3640			acorporated into this Agreement and shall apply.					
3641								
3642	22.2.	Fa	culty Servio	ce Areas				
3643			5					
3644		a.	California	Ed Code § 87743.1 defines Faculty Service Areas (FSAs) as "a service or				
3645				nal subject area or group of related services or instructional service areas				
3646				by faculty and established by a community college district". For				
3647			1	of this agreement, shall be the "Disciplines and Areas" established by the				
3648				Community College Chancellor's Office and any disciplines established				
3649				the District.				
3650			J					
3651		b.	Each full-	time faculty member shall qualify in one or more FSA at the time of initial				
3652			employme					
3653			1 5					
3654		c.	Initial place	cement in an FSA or FSAs shall be based on one or more of the following:				
3655			1					
3656			(1)	possession of the appropriate degree and/or experience for the specific				
3657				discipline-represented in that FSA, as provided for in the minimum				
3658				qualifications list established by the California Community Colleges				
3659				Chancellor's Office; or				
3660			(2)	possession of a valid California Community College Credential in the				
3661				occupational discipline; or				
3662			(3)	possession of a valid California Community College Credential and a				
3663				bachelor's degree in the academic discipline; or				
3664			(4)	possession of a Lifetime California Credential for the discipline of the				
3665				FSA; or				
3666			(5)	granting of equivalency in the discipline as determined through the hiring				
3667				process.				
3668				1				
3669		d.	Upon hire	, the District shall provide each new probationary full-time faculty member				
3670			-	of District FSA's and the minimum qualifications for each. The faculty				
3671				nay be added to each FSA for which they qualify, as specified in 22.2.c.				
3672			incincer in	nay be daded to each i bri for which they qualify, as specified in 22.2.e.				
3673			(1)	Where the new hire clearly possesses the specified minimum				
3674			(*)	qualifications as determined by the Minimum Qualifications for Faculty				
3675				and Administrators in California Community Colleges Chancellor's				
3676				Office, Human Resources shall certify the applicant as meeting the				
3677				requirements for the FSA. In all other cases, the application shall go				
2011				1				

3678 3679				through the District equivalency process for determination.
3680			(2)	If the new hire believes that they qualify for an FSA through equivalency,
3681			(2)	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 1 <sup>st</sup> 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 sub	sequent years, all full-time faculty members shall be permitted to add any
3688		0.		onal FSA's for which they qualify. All applications shall be received on or
3689				February 15 <sup>th</sup> in order to be considered in any reduction in force
3690				edings during that academic year. [Per Ed. Code 87743.3]
3691			procee	angs during that deddenne year. [i er Ed. Code 077 15.5]
3692			(1)	Where the full-time faculty member clearly possesses the specified
3693			(1)	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				shan go unough the District equivalency process for determination.
3698			(2)	If a full-time faculty members believes that they qualify for an FSA
3699			(2)	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 1 <sup>st</sup> in
3702				order to ensure that equivalency can be considered in any reduction in
3703				force proceedings during that academic year.
3704				force proceedings during that academic year.
3705		f.	During	g the term of the contract in which this revised article is enacted, a process
3706				e established to allow current full-time faculty members to add all FSAs for
3707				they qualify, as specified in 22.2.c.
3708				
3709		g.	The D	istrict Human Resources Office shall maintain a list of the FSA's and the
3710		8		members assigned to each. A list of FSA's for each faculty member shall
3711			•	intained as a part of the faculty member's personnel file and each faculty
3712				er shall have access to their FSA list annually.
3713				,
3714	22.3	Lavoff	f Proced	lures
3715		5		
3716		a.	Prior t	o issuing any layoff notice, the District shall notify the Association of the
3717				to layoff any full-time faculty member.
3718				
3719		b.	Withir	ten (10) days of the issuance of layoff notices to impacted unit members,
3720				strict shall meet with the Association to negotiate the impact of the
3721				et's potential determination to lay off unit members regarding any matters
3722				vered 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		result of unticipated layons.
3739	c.	The services of no tenured employee may be terminated under this section while
3740	C.	any temporary employee, probationary employee, or other employee with less
3740		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
3742		
3743		prescribed by the California Community Colleges Chancellor's Office.
	4	The Doord of Trustees shall make assignments and reassignments in such a
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	_	16 't 1
3749	e.	If it becomes necessary for a reduction in force (layoff), full-time faculty
3750		members assigned to an FSA subject to such layoff shall be laid off in reverse
3751		order of seniority within the District (Educ. Code §87743). Probationary full-time
3752		faculty subject to any such lay-offs shall have a 24-month right of reemployment
3753		in any position in which they meet minimum qualifications as set forth in the
3754		Education Code Section 87745. Tenured full-time faculty members will have a
3755		39-month right of reemployment in any position in which they meet minimum
3756		qualifications as set forth in Education Code Section 87744.
3757		
3758	f.	Members of the bargaining unit who are laid off shall receive:
3759		
3760		(1) Any negotiated items agreed to between the Faculty Association and District
3761		upon formal notification of the layoff(s); plus:
3762		
3763		(2) Up to five (5) days of paid leave to be used in seeking other employment; and
3764		
3765		(3) Continued enrollment in any health plans and welfare benefits offered by the
3766		District. The District shall pay the full cost of such plans for the laid off unit
3767		member and their dependents for a period of ninety (90) days following the
3768		date health and welfare benefits would otherwise expire. Thereafter, the laid-

3769	off unit member may continue to pay the necessary premiums on a monthly
3770	basis as provided by COBRA.
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3815		ARTICLE 23
3816		DISCIPLINE PROCEDURES
3817		
3818	23.1.	The statutory guarantees contained in the California Educ. Code applicable to the
3819		disciplining of District faculty members are incorporated into this Agreement and shall
3820		apply to tenured and probationary faculty.
3821		
3822	23.2.	No full-time faculty member shall be dismissed or penalized unless the District has
3823		fulfilled its obligations to evaluate such faculty member in accordance with the
3824		procedures outlined in Article 17, Evaluations.
3825		
3826	23.3.	The District will follow the requirements of Educ. Code §87623 regarding the
3827	23.5.	notification of affected unit members about the nature of alleged misconduct, their
3828		placement on paid administrative leave, and investigation procedures and timelines.
3829		procedures and unifiliative feave, and investigation procedures and uniformes.
3830	23.4.	All disciplinary actions taken must be documented in the employee's personnel file.
3831	23.1.	The disciplinary actions taken must be documented in the employee's personnel me.
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3861		ARTICLE 24
3862		FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND
3863		DISCRIMINATION
3864		
3865	24.1.	The Board of Trustees and the Faculty Association agree that the District will strictly
3866		adhere to federal and state statutes and guidelines regarding sexual harassment and
3867		unlawful discrimination.
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3907			ARTICLE 25					
3908			GRIEVANCE PROCEDURES					
3909								
3910	25.1.	Gener	al Provisions					
3911								
3912		A grie	A grievance is a formal written allegation by a grievant who alleges a violation,					
3913		-	misapplication or misinterpretation of a specific article, section, or provision of this					
3914		·	Agreement.					
3915		C						
3916		a.	The purpose of this procedure is to secure, at the lowest possible level, an					
3917			equitable resolution of a grievance. Both parties agree that these proceedings will					
3918			be kept as informal and confidential as appropriate at any level of the procedure.					
3919								
3920		b.	Actions to challenge or change the policies of the District as set forth in law,					
3921			policies, rules and regulations and procedures not contained within this					
3922			Agreement, and/or actions for which another process is provided by law (e. g.,					
3923			discrimination) must be undertaken under separate processes.					
3924								
3925		c.	If a decision regarding the granting of tenure is disputed, the grievance procedure					
3926			will be used.					
3927								
3928		d.	Nothing contained herein will be construed as limiting the right of any faculty					
3929		u.	member having a grievance to discuss the matter informally with the appropriate					
3930			member of the administration, and to have the grievance adjusted without					
3931			intervention by the Association, provided that the adjustment is consistent with					
3932			the terms of this Agreement and that the Association has been given an					
3933			opportunity to review the grievance, the proposed resolution, and state its view.					
3934			opportantity to review the grievance, the proposed resolution, and state his view					
3935		e.	Prior to filing a grievance at Level I below, grievants are required to discuss the					
3936		•••	potential grievance with their dean/academic administrator or appropriate					
3937			supervisor, either directly or through the Association's grievance representative or					
3938			designee, with intent to resolve the grievance informally.					
3939								
3940			If the grievant is not satisfied with the disposition of the potential alleged					
3941			grievance at the informal level, the grievant may file a formal grievance in					
3942			accordance with the provisions of Section 25.4.a. of this article.					
3943			decordance with the provisions of Section 25. I.d. of this article.					
3944		f.	The grievant may be represented by an Association representative at all levels of					
3945		1.	the grievance procedure under Section 25.4. below. Should the Association waive					
3946			its rights to be present and/or state its view at any one stage of the procedure, the					
3947			Association shall retain the right to do so at any or all subsequent stages of the					
3948			grievance procedure.					
3949			Silevanee procedure.					
3950		σ	If a grievance arises from action or inaction by the District administration, the					
3951		g.	aggrieved person shall submit such grievance directly to the Association and the					
5751			aggine you person shan submit such grievanee uncerry to the Association and the					

3952			Chancellor or designee, and if necessary this grievance shall continue as specified
3953 3954			in Level III (see Section 25.4.c. below).
3954 3955		h.	If the grievance arises from action or inaction by the Chancellor, the grievance
3956			shall be submitted directly to the Association and to the Chancellor or designee.
3957			In the event that the grievance is not resolved between the grievant and/or the
3958			Association and the Chancellor or designee, the grievance will be submitted to the
3959			Board of Trustees through the Board President. If necessary, this grievance shall
3960			continue as specified in Level IV (Section 25.4.d. below).
3961			
3962		i.	No reprisals of any kind will be taken by the Board, the Chancellor, any member
3963			or representative of the administration of the District, or by the Association, its
3964			officers or its members against any aggrieved person, any party in interest, any
3965			member of the Association, or any other participant in the grievance procedure by
3966 3967			reason for such participation.
3967 3968	25.2.	Schod	luling of grievance meetings
3969	23.2.	Scheu	tuning of grievance meetings
3970		a.	Every effort will be made to schedule meetings for the processing of grievances at
3971		u	times that will not interfere with the regular assigned duties of the participants.
3972			
3973		b.	In accordance with Article 6 (Association Rights), the Association representative
3974			will, upon reasonable notice to the appropriate dean/academic administrator, be
3975			released from duties without loss of pay to attend meetings.
3976			
3977		c.	If the grievance meeting must be held at a time which conflicts with the grievant's
3978			assigned duties, upon reasonable notice to the appropriate dean/academic
3979			administrator, the grievant will be released to attend the meeting. Any District
3980 3981			employee who is requested by any party of interest to appear in such meetings or
3981 3982			hearings as a witness shall, upon reasonable notice to appropriate dean/academic administrator or supervisor, be released from assigned duties to attend the
3982 3983			meeting.
3984			meening.
3985	25.3.	Time	Limits
3986			
3987		a.	All grievances should be processed in an expeditious and timely manner.
3988			
3989		b.	Should the grievant fail to comply with the established time limits at any step,
3990			they shall forfeit all rights to process the existing grievance.
3991			
3992		c.	Should the District or its designated representatives fail to respond to a grievance
3993 3994			within established time limits at any step, the grievant is entitled to proceed to the
3994 3995			next step.
3995 3996		d.	Any time limits set forth herein shall begin the day following the receipt of a
3997		ч.	written decision.

3998		e.	Time of	or procedural steps may be waived at any step by mutual written agreement.
3999				
4000		f.	The pa	arties agree that the grievance timelines shall be tolled (paused) during
4001			summe	er between the end of the spring semester and the beginning of the Fall
4002			semest	ter, and during winter break between the end of the Fall semester and the
4003			beginn	ing of the spring semester. In the event a grievance is filed at such a time
4004			•	cannot be processed through all the steps in this grievance procedure by the
4005				the spring semester and, if left unresolved until the beginning of the
4006				ing Fall semester, could result in harm to the grievant, the time limits set
4007				erein may be adjusted by mutual agreement so that the procedure may be
4008				eted prior to the end of the academic year, or as soon thereafter as may be
4009			-	ble to the grievant and the District.
4010			ugreeu	
4011	25.4.	Grieva	ance Pro	ocedure
4012	20.11	GIICIL		
4013		a.	Level	I – Immediate Supervisor
4014		u.	Lever	
4015			(1)	The grievant shall present their grievance in writing to the appropriate
4015			(1)	Association grievance chair and the immediate supervisor on the District
4017				Grievance Form (Appendix D) within 180 calendar days after the grievant
4018				could have known or reasonably known of the alleged violation of the
4019				contract. The grievance shall contain a clear and concise statement of the
4020				grievance, the circumstances involved, including any supporting evidence,
4020				the specific sections of this Agreement alleged to have been violated, the
4021				affected employee(s) and the specific remedy sought.
4022				anected employee(s) and the specific femely sought.
4023			(2)	Within top $(10)$ days of receiving the grievenes the immediate supervisor
4024			(2)	Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate
4025				
4020				supervisor shall render a decision to the grievant in writing within ten (10)
4027				days of receiving the grievance, or of the date that the grievance
4028				conference was held, whichever is later.
		<b>h</b>	Laval	U President en Designes
4030		b.	Level	II – President or Designee
4031			(1)	In the arrest the anisympt is not estimated with the desirion if any vided at
4032			(1)	In the event the grievant is not satisfied with the decision, if provided, at
4033				Level I, the decision may be appealed on the grievance form to the
4034				president, within ten (10) days of receiving the Level I decision, or when it
4035				should have been received.
4036			( <b>2</b> )	
4037			(2)	In order to be processed or considered, the appeal shall include copies of
4038				the original grievance and decision, if rendered, and the reason for the
4039				appeal.
			(2)	The ansident of designed shall hald a surface of the state
			(3)	
4043				decision about the grievance to the grievant in writing on the grievance
4040 4041 4042			(3)	The president, or designee, shall hold a conference with the grievant upon request of either party. The president, or designee, shall communicate the

4044			form within ten (10) days of receiving the appeal and forward a copy of
4045			the response to Faculty Association.
4046			
4047		(4)	The president's designee shall not be any person who has previously ruled
4048			on the grievance at any of the previous levels.
4049			on the grievance at any of the previous levels.
4050	0	Loval	III Chancellar or Designed
	c.	Level	III – Chancellor or Designee
4051		(1)	If the end of the standing of the standing of the standard standard to the standard st
4052		(1)	If the grievant is not satisfied with the decision at Level II, the grievant
4053			may appeal the decision to the Chancellor, or designee, on the grievance
4054			form within ten (10) days of receipt of the decision at Level II, or of when
4055			the decision should have been received.
4056		<i>(</i> <b>-</b> )	
4057		(2)	The appeal shall include a copy of the original grievance and appeals with
4058			decision rendered, and reasons for the appeal.
4059			
4060		(3)	The Chancellor, or designee, shall hold a conference with the grievant
4061			upon request of either party. The Chancellor, or designee, shall
4062			communicate the decision to the grievant in writing on the grievance form
4063			within fifteen (15) days of receiving the appeal and forward a copy of the
4064			response to Faculty Association.
4065			1
4066		(4)	The Chancellor's designee shall not be any person who has previously
4067			ruled on the grievance at any previous level.
4068			
4068 4069	b	Level	IV – Mediation
4069	d.	Level	IV – Mediation
4069 4070	d.		
4069 4070 4071	d.	Level (1)	If the grievant is not satisfied with the decision at Level III, the grievant,
4069 4070 4071 4072	d.		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
4069 4070 4071 4072 4073	d.		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
4069 4070 4071 4072 4073 4074	d.		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
4069 4070 4071 4072 4073 4074 4075	d.		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
4069 4070 4071 4072 4073 4074 4075 4076	d.		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
4069 4070 4071 4072 4073 4074 4075 4076 4077	d.	(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.
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078	d.		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. Should the District and Faculty Association not mutually agree on a
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079	d.	(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.
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080	d.	(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. Should the District and Faculty Association not mutually agree on a mediator:
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(a) Within five (5) working days of receipt of a written request to</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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)</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082 4083	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082 4083 4084	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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)</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4077 4078 4079 4080 4081 4082 4083 4084 4085	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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.</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082 4083 4083 4084 4085 4086	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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.</li> <li>(b) Within ten (10) days after receipt of the list, a representative of the</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4077 4078 4079 4080 4081 4082 4083 4084 4083 4084 4085 4086 4087	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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.</li> <li>(b) Within ten (10) days after receipt of the list, a representative of the District and a representative of Association shall alternately strike</li> </ul>
4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082 4083 4083 4084 4085 4086	d.	(1)	<ul> <li>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.</li> <li>Should the District and Faculty Association not mutually agree on a mediator:</li> <li>(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.</li> <li>(b) Within ten (10) days after receipt of the list, a representative of the</li> </ul>
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4090 4091 4092		(3)	The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
4093			•
4094		(4)	If a mutual resolution of the grievance is reached during mediation, a
4095			written statement of the resolution will be prepared and signed by the
4096			parties.
4097			I
4098	e.	Level V	V – Arbitration
4099		20101	
4100		(1)	If the grievant and Faculty Association are not satisfied with the
4101		(1)	disposition of the grievance at Level IV and wish to proceed to arbitration,
4102			a request shall be made to the Vice Chancellor of Human Resources
4103			within ten (10) days from the date the District, the Association, or the
4104			mediator indicate in writing that mediation has concluded. Should the
4105			Faculty Association and the District be unable to mutually agree on the
4106			selection of an arbitrator:
4107			
4108			(a) Within five (5) days the Human Resources Office shall request a
4109			list of seven (7) arbitrators from the California State Mediation and
4110			Conciliation Service.
4111			Concination Service.
4112			(b) Within ten (10) days after receipt of the list, a representative of the
4113			District and a representative of Faculty Association shall
4114			alternately strike names from the list until only one name remains.
4115			The first strike shall be determined by coin flip.
4116			The mist sume shan of determined by com mp.
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		(0)	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			referring to the written grievance and the answers thereto at each step:
4131		(5)	The arbitrator may render a decision only regarding the interpretation of
4132			the provision or provisions of this Agreement at issue between the parties.
4133			The arbitrator shall have no authority to add to, subtract from, alter,
4134			amend, or modify any provisions of this Agreement. The arbitrator shall

4135		be without power or authority to make any decision that requires the
4136		District or the administration to perform an illegal act.
4137		
4138	(6)	After a hearing and after both parties have had an opportunity to make
	(0)	
4139		written or oral arguments, the arbitrator shall submit, in writing, to all
4140		parties, their findings and award. The award of the arbitrator shall be
4141		binding on the Board of Trustees unless a court of competent jurisdiction
		•
4142		directs otherwise.
4143		
4144	(7)	Arbitrator's Recommendation
	$(\prime)$	Aronator s Recommendation
4145		
4146		(a) The Board shall adopt the arbitrator's recommendation at its next
4147		regular meeting after receipt, providing a minimum of ten (10)
4148		days have elapsed from receipt prior to the Board meeting, and
4149		providing neither party moves to correct or vacate the award
4150		pursuant to the California Code of Civil Procedures.
4151		
4152		(b) The Chancellor may meet with the grievant and representatives to
4153		discuss other alternative solutions, if the arbitrator's decision
4154		would result in a proven financial hardship for the District. Any
4155		meeting to discuss alternative solutions does not release the
4156		District from the binding award recommended by the arbitrator
4157		unless agreed to in writing by the District and Faculty Association.
		uness agreed to in writing by the District and I dealty Association.
4158		
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4181				ARTICLE 26
4182		BOND	ED SA	BBATICAL AND PROFESSIONAL DEVELOPMENT LEAVE
4183				
4184	26.1.	Bonde	d Sabba	atical
4185				
4186		At the	discreti	on of the Board of Trustees, upon the recommendation of the District
4187		Sabbat	tical Co	mmittee, the District may grant a sabbatical to eligible faculty members
4188		(Educ.	Code §	§87767 and 87768).
4189				
4190		a.	Purpos	se
4191			_	
4192			A sabb	patical is to allow for the professional enhancement of the faculty member.
4193			Such p	professional enhancement shall be to the benefit of the faculty member, their
4194			college	e, students, and/or to the District. The value of what the faculty member
4195			may co	ontribute following their return includes, but is not limited to, the areas of
4196			pedago	ogy, curriculum development, and the culture of the college and the
4197			comm	unity it serves.
4198				
4199		b.	Length	n of Sabbatical
4200				
4201			A sabb	patical leave may take one of two possible forms:
4202				
4203			(1)	One semester at full pay and employee benefits, or
4204				
4205			(2)	One academic year at two-thirds pay and full employee benefits.
4206				
4207		c.	Eligibi	ility
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.	Accept	table Sabbatical Projects
4222				
4223			A sabb	patical may be granted for any of the following purposes:
4224				

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

4271 4272				nunity Colleges to the District in the fall of that academic year (Title 1025, (a), 1 and 53302). Deferred sabbaticals according to Section
4273				(5) will not be reflected in the 4.63% allocation for the next
4274			-	mic year.
4275			acade	inte year.
		$\langle \mathbf{O} \rangle$	<b>T</b> 1 1	
4276		(2)		etermination of the number of semesters available for sabbaticals for
4277				ven academic year shall be made by rounding up after the
4278			multip	blication process takes place.
4279				
4280			Exam	ple:
4281			4.63%	$5 \ge 255$ (faculty) = 11.8 $\ge 23.6$ or 24 semesters
4282				
4283		(3)	The S	abbatical Committee will assign priority to proposed sabbatical
4284				ts as follows:
4285			1 5	
4286			(a)	A first-time applicant will be given priority over applicants who
4287			(u)	have had a previous sabbatical.
4288				nave nad a previous sabbaneai.
4289			(h)	Thereafter, applicants will be determined by seniority of service
			(b)	
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.
				the shart be broken by a majority vote of the Subbatter Committee.
4295				
4295 4296	g.	Appli	cation P	
	g.	Appli	cation P	
4296	g.	Applie		
4296 4297	g.		Facult	rocess
4296 4297 4298	g.		Facult eligibi	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for
4296 4297 4298 4299	g.		Facult eligibi compl	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty
4296 4297 4298 4299 4300 4301	g.		Facult eligibi compl	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for
4296 4297 4298 4299 4300 4301 4302	g.	(1)	Facult eligibi compl memb	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures.
4296 4297 4298 4299 4300 4301 4302 4303	g.		Facult eligibi compl memb	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with
4296 4297 4298 4299 4300 4301 4302 4303 4304	g.	(1)	Facult eligibi compl memb The fa divisio	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures.
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305	g.	(1)	Facult eligibi compl memb The fa divisio	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306	g.	(1)	Facult eligibi compl memb The fa divisio admin	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback.
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307	g.	(1)	Facult eligibi compl memb The fa divisio admin	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. aculty member shall submit to the college president a copy of their
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Acculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback.
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. aculty member shall submit to the college president a copy of their
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Aculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following:
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat	Process ty members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. aculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following: SUPPORT: The sabbatical proposal (with input as indicated) can
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Aculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following:
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312 4313	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid (a)	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Acculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Acculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following: SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312 4313 4314	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Aculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following: SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee. NON-SUPPORT: The sabbatical proposal will be returned to the
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312 4313 4314 4315	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid (a)	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Acculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Acculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following: SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312 4313 4314	g.	(1)	Facult eligibi compl memb The fa divisio admin The fa sabbat presid (a)	Process by members shall be notified by the Sabbatical Committee of their ility to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty bers will be informed of all necessary deadlines and procedures. Aculty member shall discuss the proposed sabbatical project with on/school peers, department chair, division/school dean/academic distrator, appropriate vice president, and solicit input/feedback. Aculty member shall submit to the college president a copy of their tical proposal (or a rough draft thereof) for input and feedback. The ent may provide comments and indicate one of the following: SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee. NON-SUPPORT: The sabbatical proposal will be returned to the

4317			i.	In the	event where the college president does not support a
4318				sabbati	ical 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 me	ember s	shall submit their sabbatical proposal with all
4333			•		ocuments to the Sabbatical Committee prior to the
4334			deadline date.		1
4335					
4336		(5)	Under exception	onal cir	cumstances, the Sabbatical Committee co-chairs may
4337		(-)	-		e applications. The Committee co-chairs must agree
4338					a for exceptional circumstances is sufficient and
4339					consider a late application.
4340					11
4341	h.	Appro	val Process		
4342		11			
4343		(1)	Following pro-	cedures	and guidelines established by the Sabbatical
4344					rth herein, the Committee shall approve (or
4345					patical application by a majority vote of the
4346			/		rd their approved sabbatical list to the college
4347					han December 10th.
4348			1 ()		
4349		(2)	The names of	commit	ttee-approved applicants for a sabbatical shall be
4350					ncellor for recommendation to the Board of Trustees
4351			no later than D		
4352					
4353		(3)	The Board of	Trustee	s may grant a sabbatical (Educ. Code §§87767 and
4354		(0)			ulty members whose applications have been
4355			, U		patical Committee.
4356			approved of a		
4357		(4)	Each faculty n	nember	shall be notified on or before March 1st regarding
4358		(.)	•		ection of their sabbatical request.
4359				51 1090	
4360		(5)	In the event th	ere are	multiple sabbatical requests in the same department
4361					he dean/academic administrator may defer a board-
			- se une sume p		

4362 4363 4364				red sabbatical so as not to interfere with the regular operation of a ment, subject to the following conditions:
4365			(a)	A deferred sabbatical must be granted within one (1) year of the
4366			(a)	date on which the deferred sabbatical was due to commence.
4300 4367				date off which the deferred sabbalical was due to commence.
4367			( <b>b</b> )	Equilty members will estain their wals of ashbotical distributive
4308			(b)	Faculty members will retain their cycle of sabbatical eligibility
4309				based on the approval date of the application.
4370			(a)	When a sabbatical deformatic reasonant faculty members annound
			(c)	When a sabbatical deferral is necessary, faculty members approved for their first sabbatical will receive miority.
4372				for their first sabbatical will receive priority.
4373			(1)	Without a application 1 deferment is according and all offersted fraulty
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		т (1	10	
4380	i.	Length	and Co	onditions for a Sabbatical
4381		(1)	<b>T</b> 1	
4382		(1)		cipient of a one semester sabbatical will be compensated at their
4383			-	salary and employee benefits; a two-semester sabbatical at two-
4384				regular salary and full District-provided benefits. Year-long
4385				icals shall reduce the District contribution to STRS. Faculty
4386				ers wishing to maintain full service credit with STRS must contact
4387			STRS.	
4388			~ .	
4389		(2)	•	while on sabbatical shall be paid on a monthly basis during the
4390			acaden	nic year.
4391				
4392		(3)	•	y members cannot assume any other full-time employment while on
4393				ical, unless it is an integral part of their approved sabbatical. If this
4394			-	on is violated, all compensation and the cost of employee benefits
4395			must b	e returned to the District.
4396				
4397		(4)		y members on sabbatical are eligible to apply for and receive
4398				t and/or college professional development funding to attend
4399			acaden	nic/professional conferences.
4400				
4401		(5)	-	y members granted sabbatical shall not be authorized to perform
4402				nal professional services such as overload, overtime, part-time
4403				ment, stipend, and grants for District pay. Except as provided by
4404				the District will not furnish equipment or materials, pay travel
4405				or provide remuneration other than the sabbatical compensation
4406			-	the period of the sabbatical. The Board may, upon application,
4407			grant e	xception to this provision.

4408 4409 4410		(6)	A sabb schedu	patical shall be counted as experience for advancement on the salary le.
4410 4411 4412		(7)		mic credits earned while on sabbatical or professional development y may be used toward salary increments the following academic
4413 4414			-	n accordance with the existing board policies.
4415	j.	Guarar	ntees	
4416				
4417		(1)	The fa	culty member must agree to return to the District for a period of
4418			service	e equal to twice the period of the sabbatical (Educ. Code, §87770).
4419				
4420		(2)		culty member shall be returned to the same or comparable position
4421				the time the sabbatical was granted. If conditions arise which
4422				make it necessary to change the faculty member's assignment, the
4423			•	member shall be notified, whenever possible, before the change
4424				es effective. Nothing in this paragraph is intended to be in conflict
4425			with E	duc. Code §87774.
4426		( <b>2</b> )	<b>T</b> 1	
4427		(3)		ritten agreement between the District and the faculty member
4428				es a bond paid for by the District. The bond covers pay and the
4429 4430				t's cost of employee benefits. If the bond is forfeited, any
4430			-	ussions from the bonding company are the sole responsibility of the
4431			lacuity	r member (Educ. Code §§87770 and 87771).
4432	k.	Evider	ca of C	ompletion
4434	к.	LVIUCI		ompiction
4435		(1)	Unon	completion of the sabbatical and within sixty (60) days of the
4436		(1)	-	member's return to duty, a narrative report shall be submitted to
4437			•	bbatical Committee for review and acceptance (or non-acceptance).
4438				port will include:
4439			111010	
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			$(\mathbf{J})$	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	s Changes Relating to an Approved Sabbatical
4466				8 8 11
4467			Once	the faculty member has been approved by the Board of Trustees for a
4468				tical activity, it is the faculty member's responsibility to inform in writing
4469				abbatical 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			(4)	
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			(2)	Extenduting Circumstances
4483				In the event that an extension encouration a convert (such as not well
				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				enange in physical condition.
4495	26.2.	Drofa	reional	Development Leave
	20.2.	11010	ssional	Development Leave
4497				

4498 4499 4500 4501 4502 4503 4503 4504 4505	or unj may i partic Collej assigr	e discretion of the Board of Trustees, the District may grant a faculty member a paid paid leave of absence of up to two (2) years for professional development which nclude, but shall not be limited to, additional schooling and/or training, ipation in faculty exchange programs, a project/activity that would benefit the ge and/or District, involvement in research efforts and acceptance of long-term ments to other higher education institutions, agencies, corporations, foundations, or nment (Educ. Code §87768).
4506 4507 4508	a.	Absence shall not be included as service in computing the six (6) years before or after a sabbatical.
4509 4510	b.	Absence shall not be deemed a break in service.
4511 4512	c.	Upon return, a faculty member will return to the same or comparable position.
4513 4514 4515	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.
4516 4517		
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4544			A	RTICLE 27
4545			]	BENEFITS
4546				
4547	27.1.	Full-time Facult	ty Health Insurance	
4548				
4549		The District sha	ll pay 100 percent c	of the health insurance premium for faculty members
4550		working 75 percent	cent or more of a ful	ll-time faculty contract and their eligible dependents.
4551				he specifications on file at the District Business
4552		Office.		
4553				
4554	27.2.	Part-Time Facu	lty Health Insurance	e Allowance
4555			•	
4556		a. The pur	oose of this program	is to provide an opportunity for individual part-time
4557				an allowance for the purpose of securing a
4558		•	nensive medical plan	
4559		1	1	
4560		I	Parameters:	
4561				
4562		• I	lan is required to b	e a comprehensive medical plan
4563			-	sible for STRS impacts for STRS Retirees
4564				nce is offered only for months in which the employee
4565			eceives medical cov	
4566				C
4567		The mor	nthly benefit amoun	t takes effect spring of 2025 and is calculated as
4568		follows:	-	
4569				
4570		Employ	е	
4571		Monthly		Monthly Allowance
4572		(rounded	d up to nearest \$)	
4573				
4574		\$1 to \$1	00	= \$100*
4575		\$101 to	\$250	= \$250*
4576		\$251 to	\$500	= \$500*
4577		\$501 plı	IS	= \$750*
4578		Medicar	e Recipients	= \$350*
4579				* Subject to Article 27.2.b
4580				
4581			-	monthly allowance to qualified part-time faculty
4582				purchasing comprehensive health insurance. The total
4583				ll be \$768,000 per semester. Once all eligible
4584		1.		ve been determined, if the total amount is greater than
4585			-	allowance amounts will be reduced proportionately so
4586		that the	total amount equals	but does not exceed \$768,000 per semester.
4587				
4588				lied toward a qualified voluntary comprehensive
4589				f the faculty member's individual arrangement and
4590		choice f	or the part-time facu	alty member who meets the following criteria:

4591			(1)	-	bility is reviewed each fall and spring semester. No allowance will be
4592				paid c	luring the summer session.
4593			( <b>2</b> )	T1 f	
4594			(2)		aculty member must have completed four (4) semesters of
4595				emplo	byment in the district.
4596			(2)	Thef	outer month of must be smallered for a minimum of sine (0) LUE in
4597 4598			(3)		aculty member must be employed for a minimum of nine (9) LHE in istrict in the 12-month period ending at the end of the prior semester
4599					ner session counts toward meeting this requirement).
4600				(Suim	her session counts toward meeting this requirement).
4601			(4)	The f	aculty member had assignments in the District in at least four (4) of
4602			(-)		mesters during the prior three (3) academic years. Summer session
4603					not count toward meeting this requirement.
4604				doesi	not count to ward meeting this requirement.
4605			(5)	The f	aculty member must work a minimum of three LHE in the District
4606			(0)		g the semester in which the District allowance is disbursed.
4607					
4608			(6)	Each	semester the faculty member must submit the following to the
4609					ct Business Office no later than September 10 <sup>th</sup> and February 10 <sup>th</sup> by
4610					. (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		1	T1 T		
4626		d.			allowance will cease if the employee no longer meets the
4627 4628			requir	ements	of the above criteria.
4628		0	Tha F	Nictrict (	allowance shall be paid through payroll and will be prorated over the
4630		e.			sychecks received by the eligible faculty member each fall and spring
4631			semes	-	yenceks received by the engible faculty member each fan and spring
4632			semes		
4633	27.3.	Denta	l Insura	nce	
4634	_,	2 51100			
4635		The D	District s	shall par	y one hundred percent of the premium for dental insurance for
4636					rking seventy-five percent (75%) or more of a full-time contract and

4637 4638 4639		their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.
4640 4641	27.4.	Vision Insurance
4642 4643 4644 4645 4646		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.
4647 4648	27.5.	Employee Assistance / Mental Health Program
4649 4650 4651 4652 4653		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.
4654 4655	27.6.	Life Insurance
4655 4656 4657 4658 4659 4660		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.
4661	27.7.	Long Term Disability Insurance
4662 4663 4664 4665 4666 4667		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.
4668 4669	27.8.	Long Term Care Insurance
4609 4670 4671 4672 4673 4674 4675 4676		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.
4677 4678	27.9.	Legal Assistance Program
4678 4679 4680 4681 4682		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 4686 4687 4688 4689 4690		Full-time faculty members shall receive qualifying benefits from the first of the month following their first contractual day of their first academic year with the District. In each succeeding year, coverage will be continuous unless a faculty member resigns, retires, otherwise separates from employment, or as otherwise specified in this agreement, in which case the benefits will end the last day of the month when employment ends.			
4691	27 11	Benefits During a Leave			
4692	2/.11.	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	27.12.				
4718		Medical examinations and tests required by the District for employment shall be paid by			
4719		the District.			
4720					
4721	27 14	Parking			
4722	<i>2</i> /.1 <b>7</b> .	I urking			
4723		Appropriate staff parking shall be provided on campus for \$60.00 per year for full time			
4723		faculty members and \$30.00 per year for part-time faculty members. Faculty may			
4724		purchase an annual permit for the total amount or a separate permit for the fall semester			
4723					
4726 4727		and spring semester for half the annual amount. Summer and intersession terms are			
		included in both the annual permit and in the spring semester permit. A summer only			
4728		permit would cost \$30.00 for full-time faculty and \$15.00 for part-time faculty.			

4729 4730	27.15.	Change in Level of Benefit
4731		The District agrees that changes to the level of benefit coverage will be negotiated.
4732		
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4775			ARTICLE 28
4776			WORKLOAD BANKING PROGRAM
4777			
4778	28.1.	Genera	al Provisions
4779			
4780		a.	Workload banking is a benefit for full-time tenured faculty. This benefit allows a
4781			full-time faculty member to earn and bank workload time credit in lieu of
4782			compensation and take time off in a future semester.
4783			
4784		b.	When a full-time faculty member accepts an assignment as overload, as part of a
4785			summer assignment, or during any other instructional session beyond the
4786			traditional semesters, that faculty member is paid according to the appropriate
4787			salary schedule (Appendix A). However, when a faculty member is banking
4788			overload for use in place of a future teaching assignment, that faculty member is
4789			earning LHE to be applied to a future assignment. Therefore, all banked workload
4790			will be valued at the appropriate LHE rate (as described in Section 28.3. below).
4791			
4792		c.	Faculty who do not make load may use banked workload (if available) to make up
4793			the difference in their load if no other courses or assignments are available. If
4794			banked LHE is used for this purpose, faculty will not be subject to 28.2.e, 28.2.g,
4795			and 28.4.a below.
4796			
4797	28.2.	Workl	load Banking
4798			
4799		a.	Only tenured and probationary faculty members are eligible to earn and bank
4800			workload time credit.
4801			
4802		b.	Only tenured full-time faculty members are eligible to redeem banked workload
4803			credit.
4804			
4805		c.	Faculty members may accumulate a maximum of twenty (20) LHE or their
4806			equivalent toward banked workload. Banked workload credit not applied to a
4807			specific leave will remain banked, and will be applied to a future leave.
4808			
4809		d.	Banked workload leave will be scheduled only for the full length of a semester or
4810			for the full length of an instructional session within a semester (no leaves shall be
4811			taken for partial sessions).
4812			
4813		e.	Banked workload credit may be taken in increments ranging from one equivalent
4814			LHE to one equivalent semester.
4815			
4816		f.	When on a banked workload leave the employee's professional development
4817			obligation, office hours and committee meeting obligations will be proportional to
4818			their assignment for the academic year. Being on a full banked workload leave
4819			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.	Criter	ia to earn banked workload credit:
4839			
4840		a.	Both tenured and probationary faculty members may earn banked workload
4841			credit.
4842		1	
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		2	The deep least deministration will calm availadee the new yest to head work lead
4847 4848		c.	The dean/academic administrator will acknowledge the request to bank workload and record the request through the appropriate vice president's office.
4849			and record the request through the appropriate vice president's office.
4850		d.	Banked workload credit can be earned from assignments exceeding thirty (30)
4851		u.	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			semesters.
4855		e.	Full-time faculty members banked workload credit is calculated as follows (see
4856		С.	Article 15, Workload):
4857			Aitele 15, Wolkload).
4858			(1) Lecture Assignments (contact hour)
4859			(1) Lecture Assignments (contact notif)
4859			Contact Hours LHE for load
4861			Lecture 1 1
4862			Lab 1 1
4863			Practicum 1.2 (5/6) 1
4864			Learning Center/Tutorial 2 1
4865			Example: Digital Photography 5/6 (units lecture/practicum per week)
.005			Zamper Bigian i novography of Canto rectard, practicalit per week)

4866 4867 4868			3 Hours Lecture = 3 LHE 6 Hours Practicum = $5 LHE$ 8 LHE for load	
4869 4870			(2) Non-Lecture Assignments (clock hour)	
4871 4872			Thirty (30) clock hours = $1 \text{ LHE}$	
4873				
4874			Clock Hours LHE for Load	
4875			Type 1	
4876 4877			Tutorial Coordination21Library21	
4877 4878			Library21Counseling21	
4878			Learning Disability 2 1	
4879				
4881		f.	Banked workload credit cannot be earned:	
4882		1.	Buiked workfold eredit earliet be earlied.	
4883			(1) while on a reduced workload assignment;	
4884			(-)	
4885			(2) while on sabbatical.	
4886				
4887	28.4.	Criter	a to redeem banked workload credit:	
4888				
4889		a.	A full-time faculty member must have enough LHE banked to cover the requested	d
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 4900			(1) Every effort shall be made to accommodate a faculty member's request to	
4900 4901			redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the	
4901			absence of the faculty member would jeopardize the educational program.	
4902			The dean/academic administrator shall put in writing any postponement of	
4904			the request to redeem banked workload credit.	L
4905			the request to reaccin sumed workfoud creat.	
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 4912 4913			(3)	A requested banked workload leave can be postponed for no more than one academic year.		
4913 4914 4915 4916 4917 4918			(4)	To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the division/school chair and dean/academic administrator to arrange for appropriate substitute coverage prior to scheduling a leave.		
4918 4919 4920 4921	28.5.			-time faculty member is on a banked workload leave, unless an exception is e Board of Trustees, they will not be eligible to:		
4922 4923		a.	work	overload;		
4923 4924 4925		b.	contra	act for extra assignments in the District;		
4926 4927		c.	work	on a stipend or reassigned time;		
4928 4929		d.	work	on any hourly assignments.		
4930 4931 4932 4933	28.6.	Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out ex under one of the following circumstances:				
4933 4934 4935		a.	retirer	nent;		
4936 4937		b.	medic	al disability as defined in Internal Revenue Code, §72 (m) (7);		
4938 4939		c.	termin	ation (dismissal for cause), or release from probationary status;		
4940 4941		d.	death;			
4942 4943		e.	resign	ation.		
4944 4945 4946 4947		"cashi	ng out"	ty member is paid for accumulated banked workload credit (known as ), the rate of pay shall be at the rate of pay in effect at the time the banked dit was earned. No partial "cashing out" will be allowed.		
4947 4948 4949	28.7.	Record	d Keepi	ng		
4950 4951 4952 4953 4954 4955		The D	istrict s	load credit shall be submitted by each college and tracked by the District. hall maintain banked workload balances in the District's Enterprise ming (ERP) system.		
4956						

4957				ARTICLE 29					
4958				LEAVES					
4959									
4960	29.1.	Gener	al Prov	isions					
4961									
4962			The benefits provided faculty members by §§87700 through 87701 and 87763 through						
4963				Educ. Code are incorporated into this Agreement except as supplemented in					
4964		this ar	ticle.						
4965		4							
4966				vise stated, a faculty member on any approved leave shall be entitled to all					
4967		benefi	ts acco	rded and obligated by all duties as follows:					
4968			D 11						
4969		a.		Leave: Unless otherwise provided in this article, a faculty member on a paid					
4970			leave	shall be entitled to:					
4971			(1)						
4972			(1)	return to the same or comparable position which they held immediately					
4973				before commencement of the leave,					
4974 4975			( <b>2</b> )	manipus and it for annual colony in anomenta may ideal during their leave					
4975			(2)	receive credit for annual salary increments provided during their leave,					
4970			(2)	receive during their leave all other benefits, including, but not limited to,					
4978			(3)	insurance and retirement benefits, to the extent permitted by law.					
4979				insurance and retrement benefits, to the extent permitted by law.					
4980		b.	Unnai	id Leave: Except as otherwise prohibited by law, the District retains the sole					
4981		0.		tion as to whether to grant a request for an unpaid leave of absence. Unless					
4982				vise provided in this article, a faculty member on an unpaid leave shall be					
4983			entitle						
4984			Cilcitie						
4985			(1)	return to the same or comparable position which they held immediately					
4986			(-)	before commencement of the leave,					
4987									
4988			(2)	request the continuation of health benefits during the duration of unpaid					
4989				leave or purchase health insurance for the duration of the leave by paying					
4990				the premium, in full, on or before the first day of the leave, to the					
4991				District's Business Office.					
4992									
4993		c.	Reduc	ced Contract Request Leave: A full-time faculty member may request a					
4994			reduce	ed teaching load for any given semester or academic year. The request must					
4995			be rec	eived 90 days prior to the semester or academic year in which the reduction					
4996			is requ	uested. Exceptions to the notice of requirement may be granted by the					
4997			colleg	ge president.					
4998									
4999			-	ests must be submitted by the approved process to the appropriate					
5000				academic administrator and college president. All reduced contracts shall be					
5001				tary, and the faculty member understands that a reduced teaching load will					
5002			reduce	e employee benefits and retirement credit received. The faculty member's					

5003 5004 5005 5006 5007 5008			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.
5009 5010	29.2.	Sick L	Leave
5010 5011 5012 5013 5014 5015 5016		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:
5017			.0558 hours sick leave per contact hour paid
5018 5019 5020 5021 5022 5023 5024 5025 5026 5027			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.
5028 5029 5030 5031 5032		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.
5033 5034		c.	Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.
5035 5036 5037 5038 5039 5040 5041 5042		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.
5043 5044 5045 5046		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.

5047 5048 5049 5050		f.	make	ication of Return: For absences longer than one day, faculty members shall every effort to keep the appropriate dean/academic administrator advised of status, and provide an estimate of their expected return.
5051		g.	Sick I	Leave Deduction Process:
5052 5053 5054 5055 5056 5057 5058 5059			(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).
5060 5061 5062 5063 5064 5065 5066 5066 5067 5068 5069			(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).
5070 5071 5072			(3)	Part-time faculty members shall have sick leave deducted on an hourly basis.
5072 5073 5074 5075 5076		h.	reques	Leave Statement: The District shall provide information upon individual st, on the amount of sick leave accrued, by transfer or otherwise, and sick entitlement for the academic year.
5076 5077 5078 5079 5080 5081 5082 5083 5084 5085 5086 5086		i.	contri one ba in the emplo implio who h used s Proce	trophic Illness Transfer of Leave Program: A faculty member may bute sick leave to other staff as well as other faculty members on a one-for- asis (one day for one day, etc.) with no reference to the possible difference ir salaries. As there are likely tax and retirement consequences, both byees are responsible for determining any STRS, IRS or other agency cations that may result. This program is designed to assist a faculty member has a lengthy illness and has run out of sick leave. The program can also be so that an employee can take care of a sick person in the immediate family. dures for the catastrophic illness/injury leave for individual solicitation sts are on file in the District Human Resources Office.
5088	29.3.	Mater	mity Le	ave
5089 5090 5091 5092		Distri	ct who	shall provide for leave of absence from duty for any faculty member of the is required to be absent from duties because of pregnancy, miscarriage, d recovery therefrom. The length of the leave of absence, including the date

5093on which the leave shall commence and the date on which the faculty member shall5094resume duties, shall be determined by the faculty member's physician. Pregnancy and5095disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery5096therefrom are for all job-related purposes, temporary disabilities and shall be treated as5097such under any health or temporary disability insurance or sick leave plan available in5098connection with employment by the South Orange County Community College District.

#### 5100 29.4. Paid Parental Leave

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- 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.
- 5106 b. A person employed by the District in a full-time or part-time academic position 5107 for more than twelve (12) calendar months shall be allowed to take leave for 5108 purposes of parental leave for a period of up to twelve (12) weeks during the twelve month period after the child's birth or placement. Additionally, once per 5109 twelve (12) months, the District shall provide a period of one (1) workweek of 5110 fully-paid parental leave, which shall not be drawn from any existing leave banks, 5111 to be used prior to and consecutively with the twelve (12) workweeks of partially 5112 paid leave described below. Full-time faculty shall receive their regular pay and 5113 5114 benefits, and part-time faculty shall receive pay based on their assignment(s) during the one (1) workweek of District-paid leave. 5115
  - 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.
- 5124e.Parental leave taken pursuant to this section shall also run concurrently with5125parental leave taken pursuant to Family and Medical Leave Act/California Family5126Rights Act (FMLA/CFRA) leave as described in Section 29.12 below. The5127aggregate amount of parental leave taken pursuant to this section and Section512829.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
- 5130 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 5131 parental leave pursuant to Family and Medical Leave Act/California Family 5132 Rights Act (FMLA/CFRA) leave specified in Section 29.12, the amount deducted 5133 from the salary due the faculty member for any of the remaining portion of the 5134 5135 twelve (12) week period in which the absence occurs shall not exceed fifty (50) 5136 percent of the employee's regular salary for the remaining portion of the 12-5137 workweek of the parental leave.

5139		(Educ. Code §87780.1.;CA DE 8520)						
5140 5141	29.5.	Extended Illness Leave						
5142	29.00							
5143		a. If a faculty member has used all accumulated sick leave and is still absent from						
5144		duties on account of illness or accident for a period of five (5) school months or						
5145		less, then the amount of salary deducted in any month shall not exceed the sum						
5146		which was actually paid a substitute faculty member temporarily assuming the						
5147		duties of the absent faculty member, or, in the event that no substitute faculty						
5148		member is employed to replace the faculty member, the lowest LHE rate as						
5149		described in the appropriate salary schedule (Appendix A) for the number of						
5150		hours for which the absent faculty member would need to be replaced. In no case						
5151		shall the amount deducted exceed fifty (50) percent of the faculty member's						
5152		regular salary. The five (5) months or less extended illness leave period during						
5153		which the deductions described above occur shall not begin until all other paid						
5154		sick leave provisions described in Section 29.2 above, excluding sick leave						
5155		transferred under the Catastrophic Illness Transfer of Leave Program (Section						
5156		29.2.1), have been exhausted. Extended illness leave is not available for absences						
5157		that arise under Labor Code §233 (see Section 29.2 above).						
5158								
5159		b. If a faculty member has used all accumulated sick leave and is still absent from						
5160		duties on account of illness or accident, and that faculty member has been						
5161 5162		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 henefite for the absent						
5162		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,						
5165		or is separated from the District.						
5165		of is separated from the District.						
5166	29.6.	Industrial Accident and Illness Leave (Educ. Code §87787) is supplemented as follows:						
5167	29.00							
5168		a. An industrial accident or illness means any injury or illness considered to be						
5169		work-related if an event or exposure in the work environment (on or off campus)						
5170		either caused or contributed to the resulting condition or significantly aggravated						
5171		a pre-existing injury or illness.						
5172								
5173		b. A faculty member shall be entitled to such leave without limitation to the number						
5174		of days of entitlement.						
5175								
5176		c. The total of the faculty member's temporary disability indemnity and the portion						
5177		of salary due during the leave shall equal their full salary.						
5178								
5179		d. A faculty member shall be deemed to have recovered from an industrial accident						
5180		or illness, and thereby able to return to work, at such time as the faculty member						
5181		and the attending physician agree that there has been such a recovery.						
5182								

5183 5184 5185 5186		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.
	9.7.	Person	nal Necessity Leave
5189 5190 5191			faculty member shall be entitled to use paid sick leave during each academic year e of personal necessity, as follows:
5192 5193 5194 5195 5196 5197		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.
5198 5199 5200		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.
5200 5201 5202 5203 5204		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.
5204 5205 5206		d.	Unused personal necessity days do not accrue for use in future years.
5207 5208		e.	Personal necessity days do not carry over from year to year.
5209 5210 5211		f.	A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
5211 5212 5213		g.	A faculty member shall not be required to give reasons for the use of such leave.
	9.8.	Berea	vement Leave
5216 5217 5218 5219 5220 5221 5222 5223 5224 5225 5226 5227 5228		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.

5229		b)	Use of this leave shall be taken within three (3) months from the date of the
5230		-)	death of the family member, and need not be taken consecutively (Govt. Code
5231			12945.7 (b)(c). Requests for an exception is subject to approval by the Vice
5232			Chancellor of Human Resources.
5232			Chancenor of Human Resources.
5233 5234			Verification
		c)	Vermeation
5235			If a most of her the District the formation where the 11 most it demonstration of
5236			If requested by the District, the faculty member shall provide documentation of
5237			the death of the immediate family member within thirty (30) days of the first day
5238			of the leave. Documentation includes, but is not limited to, death certificate, a
5239			published obituary, or written certification of death, burial, or memorial services
5240			from a mortuary, funeral home, burial society, crematorium, religious institution,
5241			or government agency (Govt. Code 12945.7).
5242			
5243	29.9.	Jury L	Leave
5244			
5245		A facu	Ity member shall be entitled to as many days of paid leave as are necessary when
5246			for jury duty or when summoned for a court appearance not as a result of the
5247		facult	y member's own misconduct. Any monies received from the courts as jury duty pay
5248		-	be transferred to the District, mileage excluded. Upon completion of jury duty, the
5249			y member shall submit a certification of jury service to the District.
5250		•	5 5
5251	29.10.	Repro	ductive Leave Loss
5252	27.10.	nepro	
5252		Everv	faculty member is entitled to five (5) days of paid leave for a reproductive loss
5255 5254		•	A reproductive loss event is defined as a failed adoption, failed surrogacy,
5254			rriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken
5255 5256			three (3) months of the event and may be taken on non-consecutive days. If a unit
5250 5257			
			er experiences more than one reproductive loss event, the unit member is only
5258 5250		entitle	d to a total of twenty (20) days of leave within any given fiscal year.
5259	20.11	т • 1	
5260	29.11.	Legisi	ative Leave
5261		Б	
5262		-	t as otherwise provided by law, a tenured faculty member who is elected or
5263		11	nted to the State Legislature, Congress, or appointed to government service, shall be
5264			d to an unpaid leave of absence for the length of the term of office, not to exceed
5265		twelve	e (12) years.
5266			
5267		a.	The faculty member on such leave shall notify the college of an intended return at
5268			least sixteen (16) weeks in advance.
5269			
5270		b.	The faculty member on such leave shall be entitled to return to employment at the
5271			end of the leave, but shall not be entitled to any other benefits while on leave.
5272			-
5273	29.12.	Profes	ssional Development Leave
5274			-

5275A faculty member may be granted up to three (3) days of paid leave each academic year5276for the purpose of improving instructional performance. Such leave must be approved by5277the dean/academic administrator and may be used to visit worksites in other departments5278or colleges or to attend Association or other workshops related to the assignment of the5279faculty member.

#### 5281 29.13. Family and Medical Leave

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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

5321			designate one person per twelve (12) month period who is not listed above
5322			as an immediate family member if the individual is related by blood or
5323			whose association with the employee is the equivalent of a family
5324			relationship (pursuant to AB 1041, Government Code 12945.2 and Labor
5325			Code Section 245.5). The employee may be asked to designate the person
5326			at the time leave is requested.
5327			
5328	b.	Interr	nittent/Reduced Work Schedule Leave
5329	0.	men	
5330		Leave	e related to the serious health condition of a faculty member or their child,
5331			t, spouse or registered domestic partner may be taken intermittently or on a
5332		-	
			ed work schedule when medically necessary. In such a case, the District may
5333			leave increments to the shortest period of time that the payroll system uses to
5334			int for absences or use of leave. If the leave is foreseeable based on planned
5335			cal treatment, the faculty member may also be required to transfer
5336			orarily to a different job that has the equivalent pay and benefits but could
5337			accommodate recurring periods of leave. The faculty member must be
5338		-	fied for the position, but the position does not need to have equivalent duties.
5339			fer to an alternative position may include altering an existing job to better
5340			nmodate the faculty member's need for intermittent leave or a reduced work
5341		sched	lule.
5342			
5343	c.	Main	tenance of Benefits
5344			
5345		(1)	Leave under the terms of FMLA and/or CFRA is unpaid. During the
5346			period of family care and medical leave, the faculty member shall continue
5347			to be entitled to participate in the District's medical, vision, and dental
5348			plans.
5349			1
5350		(2)	If the faculty member fails to return from leave after the leave period has
5351		(-)	expired for a reason other than the continuation, recurrence or onset of a
5352			serious health condition of the faculty member or their family member
5353			which would entitle the faculty member to leave, or because of
5354			circumstances beyond the faculty member's control, the employee will be
5355			required to reimburse any health plan premiums paid by the District
5356			
5350 5357			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
5358			
			District (e.g., unpaid wages, vacation pay, etc.).
5359 5260		( <b>2</b> )	The females ment of shall also reactions to here that the state of the
5360		(3)	The faculty member shall also continue to be entitled to participate in
5361			pension and retirement plans and/or any other welfare benefit plan to the
5362			same extent and under the same conditions as apply to an unpaid leave
5363			taken for any other purpose. In the absence of these conditions, the faculty
5364			member shall continue to be entitled to participate in these plans and the
5365			District may, at its discretion, require the faculty member to pay the
5366			premium for periods not covered by accrued leave.

5367	29.14.	Verification of Leave Use
5368		
5369		With the exception of Personal Necessity (29.7) and sick leave use of five (5) days or less
5370		(29.2), the District may require documentation to support the use of leaves.
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5413 5414 5415			ARTICLE 30 WAGES
5415 5416 5417	30.1.	General Pro	ovisions
5417 5418 5419		a. Facu	alty Compensation
5420 5421 5422 5423		(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.
5424 5425 5426 5427		(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.
5428 5429 5430 5431 5432		(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.
5433 5434 5435 5436 5437 5438		(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.
5439 5440 5441 5442 5443		(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.
5444 5445 5446	30.2.	Salary Sche	edules
5440 5447 5448 5449			Salary Schedules take effect beginning with the fall Academic term and end t session of summer.
5450 5451		a. Full	-time Academic Salary Schedule (see Appendix A):
5451 5452 5453 5454		(1)	The Full-time Academic Salary Schedule shall consist of five columns with:
5455 5456			Three (3) steps plus one longevity step in the first column at Year 5
5457 5458			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			20
			Twenty three (22) store also and longevity store in the fifth column at Veen
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			agreed upon adjustments for the given year.
		( <b>2</b> )	
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-t	ime Classroom Academic Salary Schedule (see Appendix A):
5480	0.	i uit t	nne chussiooni i feadeinie sulary senedale (see i ppenant i j).
5481		(1)	The Part-time Classroom Academic Salary Schedule shall consist of seven
		(1)	•
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(column 1, step 1 of the Full-time Academic Salary
5490			Schedule 2))
5491			Schedule 2))
			Ear 2025 2026 the value of the first column will be equivalent to $71.500/$
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(column 1, step 1 of the Full-time Academic Salary
5498			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 5505			.7500 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule 2))
5506			Schedule 2))
5507		(3)	Each succeeding column will increase by four percent (4%) of column 1
5508		(5)	over the previous column.
5509			over the previous column.
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-t	ime Classroom Overload and Part-Time Non-Classroom Tutorial Academic
5516	•••		y 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		( <b>2</b> )	
5546		(3)	Each succeeding column will increase by four percent (4%) of column 1
5547			over the previous column.
5548			

5549 5550		d.		ime Non-classroom and Full-time Non-classroom Overload for Library, seling, & Learning Disability Academic Salary Schedule (See Appendix A)
5551 5552 5553 5554			(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.
5555 5556 5557 5558			(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:
5559 5560 5561 5562				.4785 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule))
5563 5564 5565 5566				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:
5567 5568 5569				.4626 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule))
5570 5571 5572 5573				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:
5575 5575 5576				.4466 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule))
5577 5578 5579			(3)	Each succeeding column will increase by four percent (4%) of column 1 over the previous column.
5580 5581 5582 5583			(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.
5584 5585	30.3.	-		ule Column Placement Criteria
5586 5587			C	r units must be from accredited educational institutions.
5588 5589 5590 5591 5592 5593		a.	requir qualif <i>Admin</i>	nn I Bachelor's Degree (or the minimum degree and/or experience as ed by the California Community College Chancellor's Office minimum fications as published in the <i>Minimum Qualifications for Faculty and</i> <i>nistrators in California Community Colleges</i> ) or equivalency as established Title 5 §53410.
5594		b.	Colun	nn II

5595			(1)	Master's Degree, or
5596 5597			(2)	Bachelor's Degree plus 40 semester units, including Master's Degree.
5598			(2)	Dachelor's Degree plus 40 semester units, meruding Master's Degree.
5599		c.	Colur	nn 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		_	~ 1	
5605		d.	Colur	nn IV
5606			(1)	Master's Decrea rive 40 competer write or
5607 5608			(1)	Master's Degree plus 40 semester units, or
5609			(2)	Bachelor's Degree plus 70 semester units, including Master's Degree, or
5610			(2)	Ducherer & Degree plus / o semester units, meruding muster & Degree, or
5611			(3)	Permanent Vocational Credential received prior to establishment of the
5612			~ /	Community College Credential and Bachelor's Degree.
5613				
5614		e.	Colur	nn V
5615			(1)	
5616			(1)	Earned Doctorate, or
5617 5618			( <b>2</b> )	Master's Degree plus 60 semester units or
5619			(2)	Master's Degree plus 60 semester units, or
5620			(3)	Bachelor's Degree plus 90 semester units, including Master's Degree, or
5621			(5)	Ducherer & Degree plus ye semester units, meruding muster & Degree, or
5622			(4)	Permanent Vocational Credential received prior to establishment of the
5623				Community College Credential and Master's Degree.
5624				
5625	30.4.	Previo	ous Exp	erience Credit for Initial Step Placement
5626			Tes atura	
5627 5628		a.	Instru	ctional experience
5629			Δt the	time of initial employment, new full-time faculty members will be given
5630				ule placement credit for full- and or part-time instruction, counseling,
5631				ing, or librarian experience, whichever applies to the assignment. The
5632				iences may be at any accredited high school (grades 9-12), college or
5633			unive	rsity. 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 ye	ears of experience – placement on step 1
5637 5638			2 11001	rs of experience – placement on step 2
5639			2 year	s or experience – pracement on step 2
5640			3 year	s of experience – placement on step 3
			5	

5641			4 year	rs of experience – placement on step 4
5642				
5643			5 year	rs of experience – placement on step 5
5644			2	
5645			6 or 1	nore years of experience – placement on step 6
5646			0.01 1	note years of experience – placement of step o
		1	<b>Ъ</b> Т -	e a companya di serie
5647		b.	Non-1	instructional occupational experience
5648				
5649			For p	urposes of calculating initial step placement in Section 30.4.a. above, at the
5650			time of	of initial employment, full-time faculty members may be awarded placement
5651				for non-instructional occupational experience provided that it directly
5652				s to the District assignment. Credit granted will be at the rate of one year of
5653				for two years of related experiences. No placement based upon any
5654				ination of past instructional experience and past non-instructional
5655			-	bational experience will be higher than step 4 on the salary schedule. Credit
5656			for no	on-instructional and instructional experience may be earned simultaneously.
5657				
5658			The n	ew full-time faculty member will submit to Human Resources at least one of
5659				llowing:
5660			110 10	no mg.
5661			(1)	A completed Dequest for Varification of Wark Experience Form (alternad
			(1)	A completed Request for Verification of Work Experience Form (obtained
5662				from Human Resources) from each former employer; or
5663				
5664			(2)	A letter on the employer's letterhead verifying work experiences and dates
5665				of employment; or
5666				
5667			(3)	An IRS Form 1040 and Schedule C for self-employed experiences.
5668			(0)	
5669	30.5.	Stop a	and Cal	umn Movement
	50.5.	Stepa		
5670			C.	1
5671		a.	Step a	advancement
5672				
5673			(1)	Full-time faculty members shall move one step on the Full-time Academic
5674				Salary Schedule for each contractual year of service.
5675				
5676			(2)	Step movements shall occur annually in the fall.
5677			(2)	step movements shan occur annaany in the ran.
		1.	Calur	nn Advancement
5678		b.	Colur	nn Advancement
5679				
5680			(1)	Column advancement based on experience shall occur annually in the fall.
5681				
5682			(2)	For overload pay, full-time faculty members shall move one column on
5683				the Full-Time Classroom Overload and Part-Time Non-Classroom
5684				Tutorial Salary Schedule annually for each contractual year of service.
5685				
2002				

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 sormed in all sourcework assented for solary
5700 5701		(6)	A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a
5701			credit/non-credit course must be noted as credit in the transcript.
5702			create non-create course must be noted as create in the transcript.
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 Stip	ends
5711		1	
5712		Full-time fact	ulty members who hold an earned doctorate from an accredited institution
5713			a stipend of 5.6 percent of the base salary as defined in section 30.2.a.2 as
5714		part of their a	nnual salary.
5715			
5716	30.7.	State of Calif	ornia Part-time Parity Compensation Funds
5717		<b>D</b>	
5718		• •	nsation funds ("parity pay") received from the State of California in the
5719			72,456 have been added onto the salary schedule and are disbursed through
5720			y payments as determined by the appropriate salary schedule included in
5721 5722			Should the State of California parity compensation funds exceed \$572,456,
5722			nd Association agree to meet to determine what amount, if any, will be part-time faculty. Conversely, should the State of California parity
5724			a funds fall below \$572,456 one year, the District will combine any excess
5725		-	56 received the following year with that amount, and will meet with the
5726			o determine if any additional funds are due to be distributed to the part-time
5720		faculty.	a commune in any additional rando are due to be distributed to the part time
5728			
5729	30.8.	Increase in C	ompensation
5730			1

5731 5732		a.	For the 2024-2025 academic year, the Full-time Academic Salary Schedule will 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 202	26-2027, the District and the Association agree to re-open negotiations on salary if
5741			f 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		0.	3.58% for 2026-2027.
5747		c.	The cost-of-living adjustment (COLA) funded by the State of California is equal
5748		С.	to or less than 2.08% for 2026-2027.
5749			
5750			
5751			
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5777		ARTICLE 31
5778		<b>RETIRED FACULTY BENEFITS</b>
5779		
5780	31.1.	Retirement Incentive Programs
5781		
5782		Faculty members may participate in retirement incentive programs established by the
5783		Board of Trustees in compliance with the California Educ. Code.
5784		-
5785	31.2.	Reduced Workload with Full Retirement Credit (Educ. Code §§87483 and 22713)
5786		
5787		The Board of Trustees will permit full-time faculty members to reduce their workload
5788		from full-time to part-time and have their retirement benefits based upon full-time
5789		employment in accordance with the provisions of Education Code Sections 87483 and
5790		22713.
5791		
5792		Faculty members who meet requirements may submit a request to the Vice Chancellor of
5793		Human Resources to reduce their workloads from full-time to part-time and, if approved,
5794		shall receive the retirement service credit they would have received if they were
5795		employed on a full-time basis. If approved, both the faculty member and the District shall
5796		make contributions to the State Teachers Retirement System (STRS) in the amount that
5797		would have been contributed if the member were employed on a full-time basis.
5798		
5799		Reduced workloads under this Article shall be in accordance with Education Code
5800		Sections 87483 and 22713 and subject to CalSTRS guidelines.
5801		
5802		The following are the rules and regulations for the implementation of the optional
5803		reduced load program with full retirement credit.
5804		
5805		1. The option of reduced load may be exercised upon mutual agreement of both
5806		the District and the faculty member. Once the option is exercised, it is not
5807		revocable, and the faculty member may not return to a full-load, full-time
5808		status, unless agreed to by the Board of Trustees.
5809		
5810		2. To be eligible to start the optional reduced load program, the faculty member
5811		must be fifty-five (55) years of age before the beginning of the academic
5812		semester in which the reduction in workload starts and been employed in a
5813		full-time position to perform creditable service under the Defined Benefit
5814		(DB) program each year of the five academic years immediately preceding the
5815		first year in which the faculty member's workload is reduced, without having
5816		a break in service.
5817		
5818		3. The faculty member must have been employed full-time as an academic
5819		employee of the District for at least ten (10) years prior to the request for
5820		reduced load.
5821		

5822		4	Export for the reduction in colony, corresponding to the reduced load the
5822 5823		4.	Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time faculty member the same benefits provided
5825 5824			a regular full-time (100%) faculty member.
5825			a regular full-time (10070) faculty member.
		5	The District and the families manches shall some to make contributions to the
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		6	
5829		6.	The minimum reduced load shall be the equivalent of one-half $(\frac{1}{2})$ 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			of the academic year.
5842		An on	indicant for the entional reduced lead program must submit on application for the
		-	plicant for the optional reduced load program must submit an application for the
5843		option	hal reduced load program no later than February 1 <sup>st</sup> for the following academic year.
5844			· I 1 2010
5845		Effect	tive January 1, 2018:
5846		_	
5847			articipation in the Reduced Workload Program is not automatically terminated
5848			a member performs creditable service on a full-time basis when the
5849		m	ember was supposed to have a reduced workload. Therefore, unless the member
5850		an	d employer have a mutual agreement to terminate participation in the program,
5851		the	e school years in which a member performs creditable service on a full-time basis
5852		wi	ill still be included in the ten $(10)$ -school year maximum for which the
5853			ember is permitted to participate in the program.
5854			
5855		• If	an employee whose agreement was terminated wishes to participate in the program
5856			ain, any subsequent agreement to reduce the member's workload must meet all the
5857			igibility requirements and a new Reduced Workload Program Eligibility
5858			ertification Application (ES-1161) must be submitted to CalSTRS.
5859		U.	Anneaton Application (EB 1101) must be submitted to Calo 11(5.
5860		It is fl	he intent of the parties that this program be carried out in compliance with
5861			rnment Code §20815, Educ. Code §§22713, 87483, 89516, and any other
5862			cable law.
5863		rr	
5864	31.3.	Health	h and Medical Benefits for Retirees
5865	51.5.	mount	
5865		a.	To be eligible for health and medical benefits after retirement, the faculty member
5860 5867		а.	must retire in good standing. Specifically, a faculty member who retires or
5868			resigns after formal charges have been served by the District supporting
2000			resigns after formar enarges have been served by the District supporting

5869 5870 5871 5872 5873 5874 5875 5876 5877 5878 5879 5880 5881 5882		no lon facult put on eviden those facult STRS accept time s District	nger eligi y member n paid adri ntiary her benefits y member , and not table to t service in ct and th	employment but prior to the conclusion of an evidentiary hearing is ble to receive retiree health and medical benefits. Should the er proceed to an evidentiary hearing, the faculty member shall be ministrative leave and retain health benefits throughout the aring and until a decision is rendered but shall lose all rights to should the District prevail at the conclusion of the hearing. The er in good standing shall concurrently retire from the District and tify the District of their retirement from STRS by providing proof he District of such retirement. If the retiree returns to active full- a STRS or PERS contracting district/entity they shall notify the e applicable insurance plan administrator of such action, at which its for both the retiree and their dependents as described in this l cease.
5883 5884			-	ticle 31.4.a (above) precludes the district from exercising its rights on Code 87735.
5885 5886 5887 5888 5889 5890 5891 5892	b.	full-tin retirer eligibi	me by th nent and ility requ le retiree	al, vision, and dental benefits for those retirees who were employed e District for ten (10) years immediately preceding the date of who have reached the age of fifty-five (55), and who meet the tirements described in section A above, and for the dependents of s, shall continue until the retiree reaches the age of Medicare
5893	c.	Medic	care Elig	ibility and Continuation of Benefits
5894 5895 5896 5897 5898		(1)		strict will provide supplemental medical coverage for the retired member, provided the retiree has purchased Medicare A and B ge.
5899 5900 5901 5902		(2)	qualify	etiree has reached the age of Medicare eligibility but does not for Medicare, benefits for the retiree will continue under the ing circumstances:
5902 5903 5904 5905			(a)	The purchase of such coverage is permitted by the health carrier; and
5906 5907 5908 5909			(b)	The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
5909 5910 5911 5912 5913		(3)	has not	etiree has reached the age of Medicare eligibility but a dependent reached such age, benefits for the dependent may continue under lowing circumstances:
5915 5914			(a)	The purchase of such coverage is permitted by the health carrier;

5915 5916 5917		(b)	The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
5918		(c)	The retiree pays an amount equal to the cost of the full-time faculty
5919		(0)	member health benefit package, less the District's cost of the
5920 5021			supplemental medical coverage for the retiree. For example, if the
5921			cost of the health benefit package for a full-time faculty member is
5922			\$1000 per month, and the District's cost for supplemental $0.000$
5923			insurance for the retiree is \$600 per month, the cost to the retiree
5924			for continued dependent health benefits would be \$400 per month.
5925			If the retiree is not eligible for Medicare, the retiree shall also pay
5926			any penalty, fee or other cost imposed by the insurance carrier.
5927		< <b>1</b> \	· · · · · · · · ·
5928		(d)	In any given year, the increase will not be greater than ten percent
5929			(10%) over the prior year cost for this coverage.
5930			
5931	(4)		the retiree and their dependent have reached the age of Medicare
5932		-	lity, the retiree may purchase for the dependent, through the
5933			t's health benefit providers, supplemental health coverage
5934		equiva	lent to that provided for the retiree so long as:
5935			
5936		(a)	Such purchase is permitted by the health carrier;
5937			
5938		(b)	The retiree and the dependent have purchased Medicare A and B
5939			coverage, if eligible to purchase such coverage; and
5940			
5941		(c)	The retiree pays an amount equal to the District's cost for the
5942			retiree's supplemental health coverage. If the retiree or dependent
5943			is not eligible for Medicare, the retiree shall also pay any penalty,
5944			fee or other cost imposed by the insurance carrier.
5945			
5946	(5)	If the r	etiree is under the age of Medicare eligibility but the dependent has
5947		reache	d such age, health benefits for the dependent will continue under the
5948		follow	ing circumstances:
5949			
5950		(a)	Such purchase is permitted by the health carrier;
5951			
5952		(b)	The dependent has purchased Medicare A and B coverage, if
5953			eligible to purchase such coverage; and
5954			
5955		(c)	If the dependent is not eligible for Medicare or otherwise fails to
5956			purchase Medicare A and B coverage, the retiree shall pay any
5957			penalty, fee or other cost imposed by the insurance carrier.
5958			

5959 5960 5961 5962		d.	vision	the retiree reaches the age of Medicare eligibility, the retiree may purchase and dental benefits, for both themself and for dependents, through the ct's providers so long as:
5963 5964			(1)	Such purchase is permitted by the health carrier;
5965 5966 5967			(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.
5968 5969 5970		e.		coverage for the faculty member and coverage for the dependents is subject licable state and federal laws providing for such coverage.
5970 5971 5972	31.5.	Emerit	tus Facı	ulty Privileges
5973 5974		a.	Eligib	ility
5975			Any fi	ull-time faculty member who retires from the District in good standing shall
5976			receiv	e emeritus status. However, if a faculty member retires while on an
5977			admin	istrative leave or while under investigation by the District, and they desire
5978				tus status, the retiring faculty member must submit a request for emeritus
5979				to the Vice Chancellor of Human Resources. The Vice Chancellor of
5980				n Resources will submit the matter to a special panel composed of two
5981				ers appointed by the Academic Senate and two members appointed by the
5982			-	e president, and a fifth member to be determined by the appointed panel
5983				ers. The special panel will make a recommendation to the Board of
5984				es, which will determine whether to grant emeritus status to the faculty
5985				er. If the Board should elect not to follow the panel's recommendation, a
5986				n explanation of the Board's decision and its reasons will be made to the
5987			memb	ers of the panel.
5988		1	р· · 1	
5989		b.	Privile	ges
5990 5991			(1)	Easylty members arouted Emeritys status will be issued affinial callege
5991 5992			(1)	Faculty members granted Emeritus status will be issued official college identification designating their status.
5992 5993				identification designating their status.
5995 5994			(2)	Emeritus faculty will be granted lifetime, library and faculty parking
5995			(2)	privileges, access to District-sponsored events, and upon request email
5996				access. These privileges may be revoked by the District at the
5997				recommendation of the Vice Chancellor of Human Resources by a special
5998				panel composed of two members appointed by the Academic Senate and
5999				two members appointed by the College President, and a fifth member to
6000				be determined by the appointed panel members. The determination of the
6001				special panel shall be final.
6002				
6003				

Appendix A



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									
Classroom <sup>1</sup> :	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	2,459		
Equivalent Hourly LHE Rate (for STRS)	119.58	124.34	129.10	133.86	138.61	143.37	148.13		
1 Includes student consultation time									
		2.34%	ncrease						
Full-time Faculty Overload         Classroom:       Part-time Non-Classroom Tutorial         Other <sup>2</sup>									
	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	2,112		
Equivalent Hourly LHE Rate (for STRS)	102.65	106.75	110.84	114.94	119.04	123.13	127.23		
	Stipe	nd Rate - Or	ne half (1/2)	the rate in C	olumn 7 per	15.9b.(1)(d)	63.61		
2 CWE (see Article 15) and Directed (indeper	ident) Study (s	see Article 15) o	of the Academic	Agreement for	calculating LHI	=			
		0% In	crease						
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Full-time	e Faculty e / Part-tim	e Faculty I e Faculty S		n/Summer				
	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	3,317		
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91		

Range	I	II	111	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 (Full-time Faculty) Effective Fall Semester 2024

#### 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	111	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 <sup>1</sup> :	Classroom <sup>1</sup> : 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	2,565		
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%	ncrease						
Classroom:	Full-time Faculty Overload         Classroom:       Part-time Non-Classroom Tutorial         Other <sup>2</sup>								
	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	2,200		
Equivalent Hourly LHE Rate (for STRS)	106.87	111.14	115.42	119.70	123.98	128.25	132.53		
	Stipe	nd Rate - Or	ne half (1/2)	the rate in C	olumn 7 per	15.9b.(1)(d)	66.27		
2 CWE (see Article 15) and Directed (indeper	ident) Study (s	see Article 15) o	of the Academic	Agreement for	calculating LH	Ξ			
		0% In	crease						
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Full-time	e Faculty / Part-time	e Faculty I e Faculty S	ntersessio Substitute	n/Summer				
	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	3,317		
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91		

Range	I	II	111	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 (Full-time Faculty) Effective Fall Semester 2025

#### 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

SOCCCD-FA Academic Collective Bargaining Agreement | 2024 - 2027

## 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% I	ncrease				
Classroom <sup>1</sup> :	Part-time Full-time		e Faculty I	ntersessio	n/Summer		
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Semester LHE Rate	2,246	2,336	2,426	2,516	2,606	2,696	2,786
Equivalent Hourly LHE Rate (for STRS)	135.30	140.72	146.14	151.57	156.99	162.41	167.83
1 Includes student consultation time							
		8.68% I	ncrease				
Classroom:	Part-time Other <sup>2</sup>	Faculty O Non-Clas	verload sroom Tut	orial			
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Semester LHE Rate	1,928	2,005	2,082	2,159	2,236	2,313	2,390
Equivalent Hourly LHE Rate (for STRS)	116.14	120.78	125.42	130.06	134.70	139.34	143.98
	Stipe	nd Rate - Or	ne half (1/2)	the rate in C	olumn 7 per	15.9b.(1)(d)	71.99
2 CWE (see Article 15) and Directed (indeper	ident) Study (s	see Article 15) o	of the Academic	Agreement for	calculating LH	Ξ	
		0% In	crease				
Non-Classroom: Library Counseling Learning Disability Tutorial Coordinator	Full-time	e Faculty / Part-time	e Faculty I e Faculty S	ntersessio Substitute	n/Summer		
	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	3,317
Equivalent Hourly LHE Rate (for STRS)	80.57	83.80	87.02	90.24	93.46	96.69	99.91

Range	I	II	111	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 (Full-time Faculty) Effective Fall Semester 2026

### 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.

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.

#### **Rating Scale:**

Competency	Description	Rating
I. A. Professional Growth and	Full and part-time faculty:	8
Development	<ul> <li>Maintains currency in discipline knowledge.</li> <li>Practices continuous development of teaching pedagogies/andragogies.</li> <li>Maintains currency in instructional technologies to improve quality of work.</li> </ul> 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:	
	<ul> <li>Follows the regulations, policies, and procedures of the college and district as published.</li> <li>Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes.</li> <li>Completes all program/college/district reporting deadlines on time.</li> <li>Completes and submits required documents in a timely manner.</li> <li>Follows district and college policies and procedures when applying for and accepting grants and other instructional resources.</li> <li>Teaches classes during the scheduled time and at the assigned location.</li> <li>Submits final grades, positive attendance, and other related documents by the announced deadline.</li> </ul>	

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

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

# I. Classroom Faculty Members

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

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

Description	Rating
<ul> <li>Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines.</li> <li>Chooses appropriate materials and techniques for workshops and advisement.</li> </ul>	
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<ul> <li>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.</li> <li>Effectively administers and interprets appropriate tests (onsite or online) to support student success.</li> <li>Employs appropriate theories and techniques to facilitate student development.</li> </ul>	
<ul> <li>Provides comprehensive academic, career, and personal counseling to students.</li> <li>Provides guidance and information to students regarding the selection of major, choice of job/career path, and creation of academic plans.</li> <li>Develops and coordinates intervention strategies (ex. at risk students).</li> <li>Employs knowledge and skills necessary to counsel students about matriculation processes, college programs, and transfer requirements.</li> <li>Effectively uses technology and databases</li> </ul>	
-	<ul> <li>Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines.</li> <li>Chooses appropriate materials and techniques for workshops and advisement.</li> <li>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.</li> <li>Effectively administers and interprets appropriate tests (onsite or online) to support student success.</li> <li>Employs appropriate theories and techniques to facilitate student development.</li> <li>Provides guidance and information to students regarding the selection of academic plans.</li> <li>Develops and coordinates intervention strategies (ex. at risk students).</li> <li>Employs knowledge and skills necessary to counsel students about matriculation processes, college programs, and transfer requirements.</li> </ul>

### **III. Counselors/Learning Disability Specialists**

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

### V. Librarians

IV.A. General Duties and	Description	Rating
Responsibilities	<ul> <li>Supports library rules and regulations.</li> <li>Assists in the preparation of reports on library activities and resources.</li> <li>Coordinates with the dean regarding directing and overseeing the day-to-day duties of library assistants, technicians, and student aides.</li> <li>Communicates clearly and effectively with colleagues, faculty, students, and other library users.</li> <li>Demonstrates knowledge and competencies in emerging informational technology.</li> <li>Completes assignments and projects in a timely manner.</li> <li>Demonstrates knowledge of the library's collection.</li> </ul>	
Comments: IV.B. Inquiries and Reference Services	<ul> <li>Provides reference service to colleagues, students, faculty, and other library users.</li> <li>Works with students in analyzing and</li> </ul>	

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

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# V. Coaches

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

# 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
Calculated Rating:	:			
Override Calculate	d Rating:			
I have discussed my Faculty Comments:	- ·	tion with my admini	istrator. My signature does	not imply that I agree.
Faculty Signature:				Date:
Dean Comments:				
Dean/Assistant Dea	n Signature:			Date:
Vice President Com	nments:			
Vice President Sign	nature:			Date:
President Comment	ts:			
President Signature:	:			Date:



### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### **Transfer of Evaluation Form**

Part-Time Faculty Me	mber Being Evaluated	
Dean's Designee/Eva	luator	
Date of Initial Evaluat	ion	
transferred ov	-	
Evaluator Signature		
Date		





### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Office of Human Resources

949.582.4850 | <u>www.socccd.edu</u>

Statement of Grievance – Academic

Grie	evant Name			Division/School	1		
	ATEP		Irvine Valle	y College		Saddleba	ck College
Nun	nber			Date of Alleged	Grie	vance	
Date	e of Last Informal Dis	cussion		Date of Oral Res	spons	se	

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

Statement of Alleged Violation (Provide Complete Facts):

Relief Requested to Resolve this Grievance:

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD-FA

Date



### South Orange County Community College District

### WORKLOAD BANKING REQUEST FORM (CONFIDENTIAL)

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

	Saddl	eback College	Irvine Valley College
Name:			
	Last	First	Middle Initial
Division/S	chool		Employee ID
Most recent	Workload Ba	nking Leave (if applicable)	Semester Year
		the class(es) in the over a semester leave of <u>ab</u> s	load assignment described below be banked ence:
	Fall 20	)	Spring 20 Summer 20
ALL L	HE AFFILI	ATED WITH THE TICKI	ET NUMBERS BELOW WILL BE BANKED
Ticket Nu	mber	Course ID	Estimated LHE
			Total
listed above	e. I unders		ember and that I am banking the assignment(s) s irrevocable unless this class must be changed r other problem.
Signed			Date
-	FICATION Chool Dean		
	dent for Ins dent for Stu	Signatur truction or ident Services	e Date

SOCCCD-FA Academic Collective Bargaining Agreement | 2024 - 2027

Date



# Workload Banking Leave Request

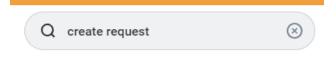
Workday Instructions

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

Saddleback: 949-582-4600 IVC: 949-451-5696

	workday
	Workday
Sign In	
Please use	your college or district provided account
Email Addre	955
Password	
Logir	1
Forgot Pass	sword   Help

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



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

equest Type ★	× Workload Banking Leave Request	:≡
		)

#### 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.
- 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).
   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

 0

 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 18<sup>th</sup> 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)