

Association Comprehensive Proposal No. 1
June 7, 2023

New language in **bold underline**.

Deleted language in ~~strikethrough~~.

Highlighting in yellow indicates changes from previous proposal(s).

Editing notes, not intended to be a part of final language, in *italics*.

Editor's Note: This proposal is intended to close all issues related to current contract negotiations and prepare for ratification a new contract to take effect July 2024. Once language is finalized, the final numeration and format of the Contract may be adjusted to account for inconsistencies that may arise as an artifact of word-processing anomalies during the drafting process.

Article 1 - Agreement: **No Changes**

Article 2 - Recognition: **No Changes**

Article 3 - Association Rights: **Modify as indicated below.**

3.1 Access

3.1.1 Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting Unit Members and transacting lawful Association business.

3.1.2 In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District.

3.2 Distribution and Posting of Materials

3.2.1 The Association may distribute organizational literature on District property, provided it does not interfere with District business. No person shall distribute literature on District property in a place or manner which distracts Unit Members who are performing their assigned duties. Literature may be distributed, or left for pickup in coffee rooms, Faculty rooms, and in other appropriate site locations as designated by the Superintendent/President or the Superintendent/President's designee.

3.2.2 The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be provided by the District in each work location in an area frequented by Unit Members.

3.3 Use of Campus Communication Resources

3.3.1 The Association shall have reasonable use of the District mailboxes, telephone voice mail, and email to distribute organizational material. The Superintendent/President shall be included in the distribution list for all materials for Faculty-wide distribution through the school's voice mail and email.

3.4 Name and Assignments

3.4.1 By the fourth Monday of each semester, the District shall furnish the Association, without charge, to the extent available to the District, a list of the names and assignments of all Unit Members to include:

- (1) Full name (including first, middle, last)
- (2) Employee ID
- (3) Home address
- (4) Phone numbers – work, home, and cellular
- (5) Personal (non-District) email addresses
- (6) Office location
- (7) Assignment (department) **Division, Department, and Discipline**
- (8) Current assignment (total Units/LHE, **CRNs, days/times, modalities**)
- (9) Date of hire
- (10) Salary placement
- (11) Indication of any Unit Member on leave of absence for a semester or longer.

3.5 Representation Rights

3.5.1 The Association has the right to represent Unit Members in their employment relations with the District. Upon request of a Unit Member, the Association shall be entitled to represent such person in matters involving contemplated discipline or discharge of the Unit Member, or processing of an alleged grievance or dispute, and to accompany such person to review the Unit Member's personnel file.

3.6 Reassigned Time

3.6.1 The Association shall be granted reassigned time of 1.60 FTEF (160%) annually. Additional reassigned time may be granted for a particular year as agreed to by the District and the Association through a memorandum of understanding. This reassigned time may be banked and used within a three-year period and distributed at the discretion of the Association. The request to use the reassigned time must be submitted to the appropriate vice president and the Director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

3.6.2 The Citrus College Academic Senate shall receive 1.20 FTEF (120%) reassigned time annually to be distributed at the discretion of the Senate. The 1.20 FTEF includes the reassigned time for the Curriculum Committee Chair. The request to use the reassigned time must be submitted to the appropriate vice president and the Director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

3.7 Access Rights

3.7.1 The Association shall have access, upon request and at reasonable times and in a reasonable manner, to all district, county, state and federal reports that the District completes for, or receives from, the aforementioned governmental levels, and that are public record. The Association shall be responsible for reproducing copies of same at the Association's expense.

3.8 Dues Deductions

- 3.8.1 Upon notification from the Faculty Association of a Unit Member's authorization to deduct membership fees, effective with the next pay cycle, the District shall deduct from a Unit Member's wages an amount based on the Association's dues schedule.
- 3.8.2 On a monthly basis, the District shall draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions and shall furnish to the Association a list of all Unit Members affected together with the amount deducted for each.
- 3.8.3 The Association agrees to reimburse the District, its officers, and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the dues deduction provisions of this agreement or the implementation thereof, provided the District, or other party claiming reimbursement, has complied with the terms of this Article and has promptly notified the Association of its awareness of such an action.
The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. Prior to making such a decision, the Association shall confer with a designated representative from the District in an effort to reach mutual agreement as to whether the action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

3.9 The District recognizes its obligation to negotiate any decision to implement a parking fee for Unit Members.

Article 4 - Board's Rights: **No Changes**

Article 5 - Faculty Assignment: **Modify as indicated below.**

5.1 ~~Classroom~~ **Instructional** Faculty

5.1.1 Work Year

5.1.1.1 The general work year is based on the compressed calendar consisting of 16 weeks of instruction for each Fall and Spring semester. Convocation Day (Fall), Flex Day (Spring), and Commencement are required days of assignment.

5.1.2 The work year for all Unit Members for the regular school year shall be 175 days. Subject to approval by the Superintendent/President or his/her designee, the work year for all Unit Members who are under contract other than the regular school year of 175 days shall be as follows:

- (1) 10-1/2-month employees shall be responsible for an additional 10 working days
- (2) 11-month employees shall work an additional 20 days, which shall be approved by the Superintendent/President or his/her designee
- (3) 11-1/2-month employees shall work an additional 30 days
- (4) 12-month employees shall work an additional 40 days.

Editor's Note—Not intended for final language: The Association wishes to identify in the contract to whom provisions 1 – 4, above, apply.

5.2 Full-time Faculty Coordinators and Librarians

5.2.1 The work year for full-time faculty coordinators and librarians shall be as follows:

Academic Lab Coordinators	175 days
College Nurses	175 days
Librarians	195 days

5.3 Weekly Hours of Assignment

5.3.1 Unit Members' workload elements are built upon an assumed 40-hour workweek ~~in a 17.5-week semester~~. A Unit Member's workweek is comprised of: 1) assigned load, 2) office hours, and, 3) additional time as set forth below.

5.3.2 For ~~classroom~~ **instructional** faculty, the workweek shall consist of 30 ~~assigned~~ hours, ~~which include~~ **including** course preparations, lectures, laboratory activities involving student contact, and ~~student~~ **assessment of student work** required of Unit Members to create the instructional experience.

5.3.3 A Unit Member shall be assigned to teach a class on Saturdays or Sundays only by mutual agreement between the Unit Member and the District.

5.3.4 A Unit Member's ~~request to participate in~~ shared governance or other committee activities shall have priority ~~in~~ **over** assignment of classes scheduled **on the same days/times** during college hour.

5.4 Librarians/College Nurses/Lab Supervisors **Faculty in Student Services and Student Support Services**

5.4.1 For librarians, college nurses, **counselors**, and lab supervisors the workweek shall consist of 30 assigned hours, which include professional service, teaching, preparation, department planning activities, and other assigned activities. **(For additional provisions for counselors see 5.8.)**

5.5 Office Hours

5.5.1 ~~Classroom~~ **Instructional** Faculty

5.5.1.1 Each ~~classroom~~ **instructional** faculty member shall have five (5) **scheduled** student/teacher conference hours per week. A Unit Member who has less than a full-time teaching load shall have a pro-rata number of student/teacher conference hours.

5.5.1.2 Unit Members teaching online education courses may schedule one (1) virtual office hour per week for each online education course taught. These office hours shall be in lieu of in-person office hours and will reduce the number of in-person office hours required accordingly. Virtual office hours may be conducted either on or off campus. As with all office hours, the days/times, and locations/**modalities** shall be published, and will be offered in such a way as to afford students access to instructors that is predictable.

5.5.2 All Faculty Unit Members

5.5.2.1 Unit Members with reassigned time may reduce student/teacher conference hours proportionally.

5.5.3 Non-Instructional Faculty in Student Services and Student Support Services

5.5.3.1 ~~Non-instructional~~ Unit Members whose primary assignment is in Student Services/student support services, who teach classes as part of the basic workload will schedule one (1) office hour per three (3) hours of classroom instruction. These office hours will be scheduled as part of the 10 non-assigned hours described below in Section 5.5.4.1.

5.5.3.2 Unit Members may include 25% of their weekly schedules providing services from a remote location. This number can be increased upon mutual agreement of the Unit Member and the Dean if demand for online services warrants.

Editor's Note: It is the intent of the Association that 5.5.3.2 applies equally to all Faculty in Student Services and Student Support Services, including Librarians, College Nurses, Counselors, and Lab Supervisors.

5.5.4 All Faculty Unit Members

5.5.4.1 In addition to the weekly hours, all Faculty weekly assignments shall include 10 hours to include scheduled department meetings, required student teacher conference hours, shared governance activities/committees, student follow-up, community involvement, and other professional and academic activities.

5.6 Faculty Load (Required Assignment)

5.6.1 Lecture Hour Equivalent (LHE)

5.6.1.1 A Unit Member's load is based on the Lecture Hour Equivalent (LHE). The "annual load" for Unit Members is 30 LHE; usually 15 LHE in each semester (Fall and Spring) of a school year. These standards reflect the amount of preparation, evaluation, and student contact required to deliver the course curriculum. Class hours shall be determined by that which is recorded in the course outline of record.

5.6.1.2 The provisions following shall apply equally to credit and non-credit courses designated as Career Development or College Preparation (CDCP) alike. All courses shall be weighted for loading and compensation purposes based on their relevant modalities and LHE/lab-equivalent factor as shown in the course outline of record.

5.6.2 Full Lecture-Hour Equivalent (1.0 LHE) Assignments

5.6.2.1 One (1) LHE is eighteen (18) class hours during which the Unit Member is primarily engaged in lecture, demonstration, problem solving, or similar

type of activity. A minimum of one (1) hour of substantial preparation and/or student assessment is needed per class hour.

5.6.2.2 Eighteen (18) class hours of laboratory instruction requiring extensive preparation and/or extensive evaluation of completed student work for every hour of instruction shall be designated as 1.0 LHE.

Editor's Note: It is the intent of the Association that the language in 5.6.2.2 not be applied to ANY CORs immediately upon ratification of this agreement. Rather, upon submission of newly written or newly revised curriculum AFTER ratification of this agreement, load factors will be determined according to the provisions of article 5.7 with the above language in 5.6.2.2 as an available option.

5.6.3 Eighty-Five One-Hundredths Lecture-Hour Equivalent (0.85 LHE) Assignments

5.6.3.1 Eighteen (18) class hours of science laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration, and/or small group or individual instruction and for which the Unit Member has a minimum of 45 minutes of preparation and/or substantial outside assessment of student (written) work per class hour is designated as 0.85 LHE.

5.6.3.2 Eighteen (18) class hours of journalism production, theatrical or music performance, or forensics laboratory during which students are engaged in rehearsal or performance but the Unit Member provides some lecture, demonstration, and/or small group or individual instruction and for which the Unit Member has a substantial amount of outside student contact per class hour is designated as 0.85 LHE.

5.6.3.3 Eighteen (18) class hours of laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which competency-based skills assessments are conducted and the Unit Member has a minimum of forty-five minutes of outside preparation and/or assessment of student (written) work per class hour is designated as 0.85 LHE.

5.6.3.4 Eighteen (18) class hours of health-sciences clinical laboratory during which students perform services on live, human patients both self-directed and under the direction of their instructor and for which the Unit Member provides some lecture, demonstration, small group and/or individual instruction and for which on-site competency-based skills assessments are conducted, and for which the Unit Member has substantial preparation and/or outside assessment of student (written) work and/or other documentation (e.g. charting) per class hour is designated as 0.85 LHE

Editor's Note—Not intended for final language: It is the desire of the Association to provide contractually validated mileage reimbursement for Unit Members teaching and/or providing services at an off-site location.

5.6.4 Three-Quarter Lecture-Hour Equivalent (0.75 LHE) Assignments

- 5.6.4.1 Eighteen (18) class hours of technical or academic skill laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation and/or assessment of student (written) work per class hour is designated as 0.75 LHE.
- 5.6.4.2 Eighteen (18) class hours of theatrical or music development laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE.
- 5.6.4.3 Eighteen (18) class hours of adaptive physical education or varsity sports laboratory during which students are primarily self-directed but the Unit Member provides some lecture, demonstration and/or small group or individual instruction and for which the Unit Member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE.

5.6.5 Two-Thirds Lecture-Hour Equivalent (0.667 LHE) Assignments

- 5.6.5.1 Effective with the fall 2023 semester, all laboratory classes designated as .667 LHE will be designated as .75 LHE.

5.6.6 One-Half Lecture-Hour Equivalent (0.5 LHE) Assignments

- 5.6.6.1 Eighteen (18) class hours during which students are self-directed with the Unit Member acting as a supervisor and attending to all questions from students and does not require preparation or outside assessment by the Unit Member is designated as 0.50 LHE.

5.6.7 Faculty Head Coach Reassigned Time

- 5.6.7.1 A Unit Member with a head coach assignment shall receive ~~2.0~~ **5.0** LHE reassigned time during the semester the sport is in season and an additional **2.5** LHE of reassigned time during the sport's off-season. The total amount of reassigned time shall be ~~4.5~~ **7.5** LHE for the academic year.
- 5.6.7.2 Assistant athletic directors shall receive 7.5 LHE reassigned time per semester (Fall/Spring).
- 5.6.7.3 Unit Members serving in assistant athletic director positions shall be compensated based on an 11-month contract during the period of that assigned position.

5.6.8 Assignment of Classes and Hours **Schedule Development**

- 5.6.8.1 A Unit Member's load shall consist of classes and/or hours to meet the required 15 LHE requirement per each Fall and Spring semester. This is

referred to as the Unit Member's "required load". In addition to a Unit Member's required load, Faculty may be assigned overload classes/hours.

5.6.8.2 A Unit Member may be assigned more than 15 LHE in a semester if necessary to complete required load.

5.6.8.3 Deans will collaborate with faculty for the development of a student-centered schedule of classes for each instructional term.

5.6.8.4 At least 6 weeks prior to the deadline to publish final class schedules, Deans shall send to all Unit Members the schedules for the last two published versions of the same instructional term.

5.6.8.5 Unit Members shall have the opportunity to share ideas in an open meeting and individually with the Dean. The Dean shall have responsibility for calling and running meetings with individual departments/programs to facilitate schedule development.

5.6.8.6 For programs with an assigned faculty coordinator, the Dean shall meet individually with the coordinator prior to finalizing an instructional schedule.

Editor's Note—Not intended for final language: It is the Association's proposal to list applicable Faculty Program Coordinators here.

5.6.9 Assignment of Classes

5.6.9.1 The following steps will be utilized each semester (Fall/Spring) to determine a faculty member's teaching assignment.

5.6.9.2 Unit Members will be assigned **offered** classes to fulfill their required load. **Classes may include any combination of online (asynchronous, synchronous, or hybrid; remote or otherwise) modalities provided the unit member has some portion of their assignment on campus.**

5.6.9.3 Unit Members will be offered remaining classes for overload.

5.6.9.4 Unit Members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.

5.6.9.5 **The agreed to slate of all classes shall constitute the Unit member's Assignment.**

5.6.9.56 Adjunct faculty will be offered remaining classes.

5.6.9.67 Classes that become available subsequent to assignment shall be offered first to Unit Members and then to adjunct faculty.

5.6.9.78 **In all cases where a Unit Member's assignment is identified for a potential change, including classes identified for potential cancellation, the appropriate Dean will meet with the unit member to**

discuss options. Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.

5.6.9.9 A Unit Member's overload assignment may exceed 10 LHE in a semester only with approval of the Vice President of Academic Affairs.

5.6.10 Assignment of Overload **Intersession** Classes/**Hours**

5.6.10.1 A Unit Member's overload **intersession** assignment will not **may** exceed 10 **12** LHE in a semester **only** without prior approval of the Vice President of Academic Affairs. All overload **intersession** assignments will be scheduled as follows:

5.6.10.2 Full-time department members will receive first priority **for all intersession assignments.**

5.6.10.3 Unit Members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.

5.6.10.4 Adjunct faculty members will be offered any remaining classes.

5.6.10.5 In all cases where a Unit Member's assignment is identified for a potential change, including classes identified for potential cancellation, the appropriate Dean will meet with the unit member to discuss options. Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.

5.6.11 Under Load and Load Balancing

5.6.11.1 If it is not possible to schedule a Unit Member with a full load in a semester, the immediate supervisor will meet with the Unit Member to develop a "load balancing plan" in which LHE is reduced in one (1) semester and is offset by additional LHE in the subsequent semester to achieve the appropriate annual workload. If load balancing over two (2) semesters will not produce an average load that is appropriate, then load balancing over more than two (2) semesters may be employed.

5.6.11.2 Unit Members may request **a** load balancing plan to reduce load for one (1) semester, however, load banking (see Article 18) should be considered as an alternative. All load balancing plans require the approval of the Vice President of Academic Affairs.

5.6.11.3 Load balancing over the summer and/or winter intersessions may be considered with the approval of the Vice President of Academic Affairs.

5.7 Assignment of Load Factor

5.7.1 As courses are revised with a recommended change to the established LHE or new courses are developed, the dean of each division will confer with faculty in their respective departments regarding the appropriate load factors to be assigned.

5.7.2 Where there is agreement between the dean and the faculty that the LHE factors are appropriate, the agreed upon load factor will be forwarded to the Curriculum Committee as part of the normal course approval process.

5.7.3 Where there is disagreement as to the appropriate load factor to be assigned to the new class, the assignment of a load factor shall be made by the Curriculum Committee.

5.8 ~~Additional Provisions Related to Counselor Assignments~~ **for Unit Members Providing Counseling Services**

~~[The following provisions will be effective with the beginning of the fall 2021 semester.]~~

5.8.1 Work Year

5.8.1.1 The assigned work year for full-time counselors and the Articulation Officer assigned to the counseling department shall be as follows:

- (1) Counselors 175 assigned days
- (2) Articulation Officer 195 assigned days

5.8.1.2 The basic work year in counseling is based **on** the non-compressed calendar of 35 weeks.

5.8.2 Annual Assignment Calendar

5.8.2.1 Thirty-five (35) weeks of assignment, in any combination of days and hours, Monday - Friday, 30 hours per week.

5.8.2.2 The assigned weeks include the 16 weeks of Fall, the 16 weeks of Spring, plus two weeks before Fall begins and one (1) week before Spring begins. This shall be referred to as the Assignment Period.

5.8.2.3 The beginning of the Fall Assignment Period shall be two (2) calendar weeks prior to the start of Fall instruction. The beginning of the Spring Assignment Period shall be one (1) calendar week before the start of Spring instruction.

5.8.2.4 At least four (4) weeks before the end of each semester, Counselors and the Articulation Officer shall submit their proposed weekly schedules to the Dean of Counseling for review and approval. **Counselors may include 30% of their weekly schedules providing services from a remote location. This number can be increased upon mutual agreement of the Counselor and the Dean.**

Editor's Note: It is the intent of the proposed language above, now stricken, to reflect that it is redundant and therefore unnecessary given the proposed language in 5.5.3.2.

5.8.2.5 If at the time the weekly schedules are created the District determines there is a need for Counselors outside the Assignment Period, the Dean of Counseling will advise Counselors of the of days and hours identified. Counselors may volunteer for any such days/hours. If a Counselor

volunteers for any days/hours outside the Assignment Period, the Counselor will be provided an equivalent number of days/hours off during the Assignment Period.

5.8.3 Weekly Hours and Days of Assignment

5.8.3.1 Assigned Time

- 5.8.3.1.1 The weekly assigned hours and days of a counselor assignment shall be based on 30 hours per week. Assigned time may include, but is not limited to, student contact, student assessment, approved special projects, program coordination, group advising, on-line counseling, teaching (as set forth below in Section 5.8.4), department training, and other assigned activities. The actual assigned daily and weekly hours for a counselor may fluctuate depending on the counselors assigned work year as set forth in Section 5.8.2 above and the adopted assignment calendar for any given year.
- 5.8.3.1.2 Counselors who request (and are approved) or who are assigned to attend an off-campus function on an assigned day(s) shall receive credit for having worked the day(s) or appropriate portion thereof.

5.8.4 Assigned Teaching Time

- 5.8.4.1 A counselor may be assigned to teach a class up to a three (3) LHE as part of their required assignment. The class shall be included as part of the counselor's assigned hours for the week based on the LHE for that class. For example, if a counselor is assigned to teach a three (3) unit/three (3) LHE class and the class meets for 3.4 hours per week the counselor's assignment will be reduced by 6.8 hours for that week. If the class meets on a day in which the counselor is not assigned, the counselor shall be responsible to meet with the class as scheduled but may request to take any such days and substitute them for any other assigned day.

5.8.5 Extra-Duty Assignments

- 5.8.5.1 An extra-duty assignment occurs when a counselor is assigned any class or extra assignment on a day on which the counselor is not already assigned to work and/or beyond the counselor's assigned hours for the day of the assignment. Extra-duty assignments will first be offered to full-time counselors. In the event no full-time counselor is available to take the extra-duty assignment, then the extra-duty assignment may be offered to an adjunct counselor.
- 5.8.5.2 All courses taught during the Summer and/or Winter Intersessions shall be taught as extra-duty.

5.9 On-Campus Emergencies

5.9.1 In the event of a campus lockdown or other emergency that causes a Unit Member to be required to shelter in place and be responsible for students beyond their scheduled workday, the Unit Member shall document the required hours on a timecard for compensation at the Administrative Leadership Rate.

Article 6 - Non-Discrimination: **No Changes**

Article 7 - Academic Freedom and Intellectual Property: **No Changes**

Article 8 - Salaries: **Modify as indicated below.**

8.1 Faculty Salary Schedules – General Guidelines

- 8.1.1 Salaries of individual faculty members will be established in accordance with the salary schedule and all the provisions governing its use.
- 8.1.2 Units counted toward advancement on the salary schedule must be **based on graduate semester** units earned at an institution accredited by one of the regional associations such as, Western Association of Schools and Colleges. Undergraduate units, **for those Unit members in disciplines recognized in the publication “Minimum Qualifications for Faculty and Administrators in California Community Colleges” where a master’s degree is not required and/or is not available, or** which have been given prior approval by the appropriate vice president, may also be counted toward advancement. Graduate units earned at foreign colleges or universities must be approved in advance by the appropriate vice president. Foreign transcripts must be translated and evaluated for equivalency by a bona fide U.S. evaluation service.
- 8.1.3 Unit Members who plan to advance from one salary classification to another must notify the Human Resources office at the time the advancement is to become effective. The salary will not be changed until all units claimed for the change are officially verified. A change will be made in salary advancement due to the accumulation of units on the first of the month following verification.
- 8.1.4 It is the responsibility of the individual to notify the Human Resources office of any error in placement on the salary schedule. Errors discovered either by the employee or the District will, in every case, be recovered to the extent allowed by law either by the District or by the employee, depending upon in whose favor the error was made.
- 8.1.5 Each Unit Member shall be granted one increment on the salary schedule for each year of satisfactory service until the maximum number of increments is reached. Satisfactory service shall be defined as having received “satisfactory” on the latest evaluation.
- 8.1.6 Whenever, for any cause, the work of a Unit Member is designated as “unsatisfactory” by the Unit Member’s evaluation team on the evaluation form, class or step increments may be withheld until improvement is affected.
- 8.1.7 In moving from any salary class to another, a Unit Member may not advance more than one (1) step for each year of service to the District.
- 8.1.8 Unit Members shall make satisfactory professional growth in order to advance on the salary schedule. Evaluation shall be made in accordance with Article 20. Unit Members who do not meet satisfactory professional growth shall be given one year in which to

show improvement. Failure to make satisfactory improvement after notification shall result in no salary advancement.

- 8.1.9 The District will continue to pay all Unit Members with an earned doctorate degree an additional 6.4% of Class 1, Step 1. The Doctorate shall be earned at an institution accredited by one of the regional associations.
- 8.1.10 When Unit Members reach Class 4 or 5, Step 14 on the salary schedule they become eligible to receive anniversary increments for professional growth as shown in the applicable Full-Time Faculty Salary Schedule.
- 8.1.11 No more than ~~five (5)~~ **ten (10)** years of full-time teaching experience and/or related work experience credit shall be allowed for initial placement on the salary schedule. When related work experience is required to meet the minimum qualifications for a discipline identified as one where a master's degree is not normally expected or available by statute, credit for full-time related work experience must be beyond that requirement. **One (1) additional step for experience credit will be granted upon completion of a bachelor's degree (from an accredited institution) for those instructors initially employed with an associate's degree.**

8.2 Salary Schedules

- ~~8.2.1 Effective January 1, 2021, a two percent (2%) off-schedule payment will be paid to each Unit Member based on the Unit Member's placement on the regular salary schedule and shall be paid to Unit Members as part of their regular pay. This payment shall end as of December 31, 2023.~~
- ~~8.2.2 Effective June 1, 2021, but payable by September 2021, each faculty member will receive a one-time payment of \$2,200.~~
- ~~8.2.3 In June 2022, each faculty member will receive a one-time payment of \$2,200.~~
- Effective July 1, 2023, the salary schedules shall be increased by two percent (2%).**
- Effective July 1, 2024, the salary schedules shall be increased by five percent (5%).**
- Effective July 1, 2025, the salary schedules shall be increased by two percent (2%).**
- 8.2.4 In June 2023, each faculty member will receive a one-time payment of \$2,200.

Editor's Note: The language in 8.2.3 represents the language from the 2022 MOU on Salary. No additional across-the-board increases proposed at this time.

8.2.5 Calculating Overload and Intersession Salary Schedules

- 8.2.5.1 The Overload Salary Schedule and Intersession Salary Schedule are calculated as follows: The overload and intersession LHE rate is derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by ~~0.0185~~ **0.025**. Placement on these schedules shall be the same as the instructor's placement on the Full-Time Faculty Salary Schedule, ~~except that steps in all classes shall not exceed Step 14 on the Intersession Salary Schedule and shall not exceed Step 7 on the Overload Salary Schedule.~~

Editor's Note: the multiplier above is based on a unit member's "annual load" of 30 LHE. Those 30 LHE represent the first 75% of a Unit Member's total responsibility (40-hour workweeks to include 10 hours of additional responsibilities as defined in Article 5). Thus, each additional LHE = $1 / 30 \times 0.75 = 0.025$.

8.2.6 Hourly **Administrative Leadership** / Non-Teaching Rate

8.2.6.1 The hourly rate for all non-teaching faculty assignments shall be set at 1/1000th of Step 1, Class 1 of the **Unit Member's Class and Step on Full-Time Faculty Salary Schedule.**

8.2.7 Reassigned Time and Stipends

8.2.7.1 The District and the Faculty Association agree there is value to providing faculty with reassigned time and/or stipends in response to extra assignments that may be offered to Faculty Members.

8.2.7.2 Any new reassigned time and/or stipend or change to current reassigned time and/or stipend, to be offered to a Unit Member must be mutually agreed to by the District and the Faculty Bargaining Team.

8.2.7.3 In the event a disagreement is reached as to the amount of reassigned time or of a stipend, the District may proceed with the reassigned time or stipend while the parties continue to negotiate.

8.2.7.4 Unit members shall be compensated at the Administrative Leadership/non-teaching rate for evaluation of adjunct faculty based on hours served documented on a timecard and subject to the approval of the Division Dean.

8.2.7.5 Unit members evaluating Online Education courses as set forth in Article 20 shall be compensated at the Administrative Leadership/non-teaching rate based on hours served as documented on a timecard and subject to the approval of the Division Dean.

8.3 Definition of Salary Classes/**Columns** and **Occupational Education Salary Schedule**

8.3.1 Purpose of the Schedule. The Salary Schedule is designed to validate academic degrees and to equate occupational experience and college units with academic degrees in order to allow the District to offer a competitive salary to individuals in all faculty positions, including student services, student support services, and all teaching positions, including occupational subjects. This schedule shall be used in the placement of all full-time faculty members employed by the District.

8.3.2 Step and Column Placement:

8.3.2.1 The full year(s) of experience beyond those used to qualify for the schedule below may be used for step placement.

<u>Column</u>	<u>Basic Faculty Salary Schedule</u>	<u>Occupational Education</u>	
		<u>6 Years Experience</u>	<u>2 Years Experience</u>
<u>1</u>	<u>Master's Degree</u>	<u>LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356.</u>	<u>Bachelor's Degree</u>
<u>2</u>	<u>Bachelor's Degree + 40 units including Master's Degree</u>	<u>Associate's Degree + 20 units</u>	<u>Bachelor's Degree + 20 units</u>
<u>3</u>	<u>Bachelor's Degree + 60 units including Master's Degree</u>	<u>Associate's Degree + 40 units</u>	<u>Bachelor's Degree + 40 units</u>
<u>4</u>	<u>Bachelor's Degree + 80 units including Master's Degree, or a second master's degree.</u>	<u>Associate's Degree + 60 units including bachelor's degree</u>	<u>Bachelor's Degree + 60 units including master's degree</u>

8.3.3 The Occupational Education Salary Schedule is used for **disciplines recognized in the publication "Minimum Qualifications for Faculty and Administrators in California Community Colleges"** where a master's degree is either not required or not available, and for all disciplines listed as "vocational," and/or "clearly occupational." The Basic Faculty Salary Schedule is used for all other disciplines.

8.3.4 For all disciplines wherein Unit Members must maintain on-going certification and/or licensure for program viability, accreditation, and/or certification, placement shall be enhanced by one salary class/column (to a maximum of class 4). This enhancement shall be revocable if the certification and/or licensure is lost or fails to be maintained. Certifications and/or licenses shall be validated in Unit Members' regular evaluations.

~~8.3.1 Class 1~~

~~8.3.1.1 LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356.~~

~~8.3.2 Class 2~~

~~8.3.2.1 Master's degree including 40 graduate level semester units beyond bachelor's degree.~~

~~8.3.3 Class 3~~

~~8.3.3.1 Master's degree including 60 graduate level semester units beyond bachelor's degree.~~

~~8.3.4 Class 4~~

~~8.3.4.1 Master's degree including 80 graduate level semester units beyond bachelor's degree.~~

8.3.5 Class 5

8.3.5.1 **Earned** Doctorate

8.3.5.2 “**Doctorate**” shall apply to **all earned doctorates and all terminal degrees, and Master of Fine Arts (MFA), Master of Architecture (MArch), Master Business Administration (MBA), Master of Library Science (MLS), Master of Social Work (MSW), and any/all other terminal degrees subject to the approval of the appropriate vice president.**

8.3.6 **Upward mobility on the salary schedule shall be based on completion of additional semester units beyond what is required for the Unit Member’s position. Graduate semester units are applicable. Undergraduate semester units should be directly related to the unit member’s position and be in addition to minimum qualifications. Quarter units will be counted at a ratio of 1.5 to 1 (1.5 quarter units = 1 semester unit).**

8.4 Discontinued Classes for Faculty Overload

8.4.1 Unit Members who have classes cancelled because of inadequate enrollment shall receive 1/1000th of ~~Step 1, Class 1~~ of the **Unit Member’s Class and Step on the Full-Time** Faculty Salary Schedule for each hour the class has met.

8.5 Direct Deposit

8.5.1 The District shall pay the administrative costs associated with direct deposit of pay warrants to all participating financial institutions for all Unit Members who elect to subscribe to such service. The District shall not be responsible for errors or missed deadlines, which might occur between the Los Angeles County Office of Education and the employee’s financial institution. If an error occurs, the District will assist the employee in getting the direct deposit error corrected.

8.6 Large Class Size

8.6.1 For those classes that are scheduled with the **expressed intent** of having class sizes **beyond the cap published in the Course Outline of Record** of ~~60 students or more~~, the division dean will confer with the instructor(s) of record prior to the finalization of the semester schedule to verify that the course offering(s) will adhere to standard expectations for course rigor and writing. The division office will then forward to the Vice President of Academic Affairs a list of courses afforded large class size designation. Load and student assistance will be computed based upon class enrollment at the census date as follows:

60 students enrolled **or 25% above cap** = +25% of instructor’s ~~overload salary~~ **additional LHE** for that specific course

70 students enrolled **or 50% above cap** = +50% of instructor’s ~~overload salary~~ **additional LHE** for that specific course

80 students enrolled **or 75% above cap** = +75% of instructor’s ~~overload salary~~ **additional LHE** for that specific course

90 students enrolled **or 100% above cap** = +100% of instructor’s ~~overload salary~~ **additional LHE** for that specific course

- 100 students enrolled **or 125% above cap** = +125% of instructor's overload salary **additional LHE** for that specific course
- 110+ students enrolled **or 150% above cap** = +150% of instructor's overload salary **additional LHE** for that specific course.

8.7 Cooperative Education Class Pay

8.7.1 Cooperative Education classes without a lecture component.

- 8.7.1.1 Co-op classes shall not exceed 20 students, except with the prior approval of the Vice President of Academic Affairs.
- 8.7.1.2 Payment will be based on the **hourly rate set forth in Appendix D Administrative Leadership Rate.**
- 8.7.1.3 Payment will be for five (5) hours per student.
- 8.7.1.4 Payment is based on the following calculation: **hourly rate from Appendix D Administrative Leadership Rate** x five (5) hours x number of students.
- 8.7.1.5 Mileage will be reimbursed by the District in accordance with District procedures.

8.7.2 Cooperative Education classes with a lecture component (~~Automotive~~)

- 8.7.2.1 One (1) to four (4) students: .5 lecture hours per week (based on an 18-week semester or .5 LHE).
- 8.7.2.2 Five (5) or more students: add an additional .20 lab hours for each student beyond four (4) students enrolled at census (.15 LHE per student).
Example: 13 students enrolled at census - .5 LHE + (.15 LHE * 9) = 1.85 LHE.

Editor's Note: "Automotive" is stricken above because it is the opinion of the Association that this model could be used in additional academic areas and not be limited to Automotive.

8.8 Retirement Incentive

- 8.8.1 The District will pay a sum of ~~\$5,000~~ **\$10,000** as a bonus to a Unit Member (after the Unit Member's 55th birthday, providing said Unit Member has at least 10 consecutive years of full-time service to the District prior to retirement) if said Unit Member submits a retirement letter by September 15 of the last year of service.
- ~~8.8.2 A retirement incentive augmentation of \$2,500 will be paid to any faculty member who retires at the end of the 2020-2021, 2021-2022 or 2022-2023 academic years. This augmentation is in addition to the bonus as set forth in the paragraph above.~~

Proposed Full-Time Faculty Salary Schedule

Old Step Designation	Proposed NEW Step Designation	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1-3	1	\$68,615	\$72,549	\$76,485	\$80,417	\$84,808
4	2	\$72,186	\$76,120	\$80,056	\$83,988	\$88,379
5	3	\$75,757	\$79,691	\$83,627	\$87,559	\$91,950
6	4	\$79,328	\$83,262	\$87,198	\$91,130	\$95,521
7	5	\$82,899	\$86,833	\$90,769	\$94,701	\$99,092
8	6	\$86,470	\$90,404	\$94,340	\$98,272	\$102,663
9	7	\$90,041	\$93,975	\$97,911	\$101,843	\$106,234
10	8	\$93,612	\$97,546	\$101,482	\$105,414	\$109,805
11	9	\$97,183	\$101,117	\$105,053	\$108,985	\$113,376
12	10	\$100,754	\$104,688	\$108,624	\$112,556	\$116,947
13	11	\$104,325	\$108,259	\$112,195	\$116,127	\$120,518
14	12	\$107,896	\$111,830	\$115,766	\$119,698	\$124,089
17	13	\$111,467	\$115,401	\$119,337	\$123,269	\$127,660
20	14	\$115,038	\$118,972	\$122,908	\$126,840	\$131,231
23	15		\$122,543	\$126,479	\$130,411	\$134,802
26	16			\$130,050	\$133,982	\$138,373
29	17			\$133,621	\$137,553	\$141,944
32	18				\$141,124	\$145,515
35	19				\$144,695	\$149,086
xxx	20				\$148,266	\$152,657
xxx	21				\$151,837	\$156,228
xxx	22				\$155,408	\$159,799

The overload / intersession LHE rate is derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.025.

Editor's Note: The salary schedule above includes numerous values replacing existing values based on normalizing the step & column increase amount. Steps 1 – 3 in all salary classes have been disaggregated. Further, additional steps have been added to all classes. Lastly, longevity increases to Columns 3, 4, and 5 have been compressed.

Article 9 - Reduced Teaching Load with Full Retirement Credit: **No Changes**

Article 10 - Unit Member Benefits: **Modify as indicated below.**

10.1 The District shall provide a program of health insurance benefits for Unit Members and retired Unit Members as specified below.

10.1.1 District Provided Benefits (current Unit Members)

10.1.1.1 The District shall provide health, vision, and dental benefits to the Unit Member and his/her dependents as follows:

- (1) Health: Unit Members may choose to enroll in a Preferred Provider Plan through Anthem Blue Cross or a Health Maintenance Organization Plan through Kaiser Permanente.

- (2) Dental: Unit Members may choose to enroll in a dental insurance plan through Blue Shield.
- (3) Vision: Unit Members may choose to enroll in a vision insurance plan through Vision Insurance Plan.

10.1.2 Premium Payment

10.1.2.1 The District shall pay the total premium cost for each of the benefit plans set forth above for the duration of the contract.

10.1.3 Effective and End Date

10.1.3.1 The health, dental and vision benefits will be effective the month following the month the Unit Member is employed provided the Unit Member is employed for at least ten (10) days during the initial month of employment. Otherwise, health, dental and vision coverage will begin effective the following month.

10.1.3.2 Upon separation (excluding death) from the District, unless the Unit Member enrolls in retiree benefits, a Unit Member's entitlement to health, dental, and vision coverage will end effective at the end of the month of separation. A Unit Member may choose to enroll in continuing health, dental, and vision coverage if the reason for separation provides that the Unit Member is qualified for COBRA benefits.

10.1.4 Any change of provider, level of coverage, or plan structure for medical, dental, or vision coverage will be brought, upon recommendation by the District's Benefits Committee, to the Association for approval by its members.

Changes in the agreement between the District and the District's medical provider that increase current benefits or clarify language, but do not decrease the level of current coverage, will be deemed accepted by the Association and the District.

Representatives of the bargaining units will be provided with a summary of the language changes. The District will not assume the responsibility for any decrease in the level of coverage initiated by the provider after agreement is reached on the fringe benefit package.

10.1.5 Unit Members electing Kaiser Single shall be provided a monthly allotment of \$71.00 effective upon establishment of an approved tax shelter plan. It shall be the Unit Member's responsibility to establish an approved tax shelter plan and notify the District's payroll/benefits department.

10.2 Duplicative Health Insurance

10.2.1 For Unit Members who have medical coverage elsewhere, there shall be funds available and apportioned as follows:

The same allotment as in Section 101.1, plus 20% of the single party HMO rate, in place in the current contract, contributed to the affected Unit Member's tax-sheltered annuity, and 80% to the District insurance programs.

10.3 The District shall provide each Unit Member term life insurance with a face value of \$50,000 paid for by the District.

10.4 The District's Benefits Committee shall meet as necessary and be composed of: 1) the CCFA bargaining team; 2) the CCFA president; 3) the payroll/benefits supervisor; 4) the District negotiations team; and 5) the vice president, finance and administrative services, or any other invitee as may be appropriate.

10.5 Any Unit Member who holds an elected office in a statewide educational organization will be granted released time to fulfill the duties of that office. The Unit Member's salary shall be reduced to that percentage of a full load that the Unit Member teaches. In order that the Unit Member receive full salary and benefits, the statewide organization shall be responsible to reimburse the District for the salary and benefits in proportion to the released time. Benefits shall include, but are not limited to, Unit Member benefits as defined in Article 10, Retirement, Unemployment Insurance, Workers Compensation and Social Security/Medicare costs.

10.6 Eligible Retiree Health Insurance Benefits

The District shall provide medical, dental, vision, and prescription coverage for retired Unit Members, their spouses, and eligible dependent children enrolled at time of retirement which are the same as those provided to active Unit Members. This benefit shall be available to Unit Members retiring from the District through STRS or PERS after reaching their fifty-fifth (55) birthday or retiring under the disability provisions of the State Teachers Retirement System (or PERS if applicable) provided said Unit Member has at least 10 consecutive years of full-time service to the District. If a Unit Member permanently leaves the employment of the District under any circumstances other than retirement, these retirement provisions are not applicable. Retired Unit Members are required to enroll in Medicare Parts A and B when they become eligible as provided under Medicare regulations. District provided health insurance shall be coordinated with Medicare Parts A and B for those Unit Members who are eligible. A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for this benefit.

10.6.1 To be eligible to retire with District paid medical, dental, and vision coverage, the Unit Member must submit a letter of retirement to the Superintendent/President, or his or her designee, along with an "Application for Retirement Benefits" prior to date of retirement.

10.6.2 Retirement Options

10.6.2.1 Each Unit Member may choose one of the following District-paid options for retirement medical benefits. The Unit Member must submit this decision on the "Application for Retirement Benefits" prior to date of retirement. The effective date of either option will be the first day of the month following the date of retirement.

Option A

District-paid medical, dental, and vision coverage, for retirees shall become effective on the first of the month following the month of retirement, but not before the first month after the Unit Member's 55th birthday, and shall continue until the end of the month in which the Unit Member reaches age 67, provided said Unit Member has at least 10 consecutive years of full-time service to the District prior to retirement. For each additional 10 consecutive years of full-time service to the District the Unit Member will receive one (1) more year of District-paid medical, dental, and vision coverage, up to a maximum of two (2).

Years of
Consecutive Service:

Benefits
Paid to Age:

10	67
20	68
30	69

Unit Members shall be allowed to pay their own, their spouse's, and their dependent children's membership fees and continue on the District's medical, dental, and vision coverage after reaching 67, 68, or 69 years of age, whichever applies.

Option B

The District shall provide an annual amount for the life of the retiree depending on the length of service to the District from the following table. This amount shall become effective and payable on the first of the month following the month of retirement, but not before the first month after the Unit Member's 55th birthday.

<u>Years of Full-Time Consecutive Service:</u>	<u>Annual Amount:</u>	
30	\$2,500	<u>\$10,000</u>
25	\$2,250	<u>\$9,000</u>
20	\$1,875	<u>\$8,000</u>
15	\$1,250	<u>\$7,000</u>
10	\$1,000	<u>\$6,000</u>

A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for these benefits.

Article 11 - Dispute Procedure: **No Changes**

Article 12 - Grievance Procedure: **No Changes**

Article 13 - Safety: **No Changes**

Article 14 - Personnel Files: **No Changes**

Article 15 - Leaves: **No Changes**

Article 16 - Negotiation Procedure: **No Changes**

Article 17 - Support of Agreement: **No Changes**

Article 18 - Overload Banking: **No Changes**

Article 19 - Duration: Modify as indicated below.

19.1 The term of this Agreement shall be from July 1, 2023 through December 31, 2025.

19.2 Upon ratification of this Agreement, the District and the Association agree to form a task force to examine DEIA-related issues pertaining to employee evaluations and to make recommendations for future negotiations.

19.3 It is further agreed, upon ratification of this Agreement, to convene the District Benefits Committee to examine post-employment benefits and make recommendations for future negotiations.

19.4 Finally, it agreed to re-open negotiations on Article 20 (evaluations), Article 10 (benefits), plus one other article of each side's choosing upon receipt of the recommendations of the DEIA Task Force and the District Benefits Committee.

Article 20 - Evaluation: **Modify as indicated below.**

20.1 Introductions

The evaluation process is designed to promote professionalism, enhance performance and be closely linked with staff development efforts. The evaluation process should be effective in yielding a genuinely useful and substantive assessment of performance. Among other things, this requires an articulation of clear, relevant criteria on which evaluations will be based.

The principal purposes of the evaluation process are to recognize and acknowledge good performance, to enhance satisfactory performance, to help employees who are performing satisfactorily further their own growth, to identify weak performance, to assist employees in achieving needed improvement and to document unsatisfactory performance.

Participants in the evaluation process must be sensitive to the diversity of California and the community served by the District.

A faculty member's students, administrators, and peers should all contribute to his or her evaluation, but the faculty should play a central role in the evaluation process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

This Administrative Procedure supersedes any previous policies, procedures, and/or other documents related to faculty evaluation.

20.2 Definitions

Regular Faculty: A tenured faculty member.

Contract Faculty: A probationary (non-tenured) faculty member who will serve a four (4) year probationary period, commencing with the Fall term of the first academic year in which the Contract Faculty Member serves at least seventy-five (75%) percent of the days considered a full-time assignment. A first year contract faculty member serves under a one-year contract; a second year contract faculty member serves under a second one-year contract and; a third year contract faculty member serves under a two-year contract completing the third and fourth years of the probationary period.

Preparation: A preparation is defined as a course with a distinct name, course number, and delivery method (e.g.: online education, learning communities).

20.3 Evaluation Criteria: Regular and Contract Faculty

The following 11 criteria are intended to delineate common areas of performance to be evaluated during both regular and contract faculty member evaluations. The criteria are not all

inclusive, and are not intended to eliminate from consideration alternate standards of performance common to the profession.

These criteria will be most helpful if they are used as a basis for diagnosis and dialogue rather than as a basis for a judgment. The behavioral descriptions under each criterion are only examples. Evaluation teams that believe other behaviors are necessary for a particular area are encouraged to establish these with the evaluatee at the beginning of the process.

Faculty whose primary assignment is not in the classroom, ~~should~~ **shall** work with their evaluation teams in adapting these criteria to their professional responsibilities.

1. Skill in Establishing Rapport/Trust

Effective faculty members create an environment of tolerance and trust in which students can gain the most information for their academic, career or life decisions.

- Responds appropriately to student requests/concerns.
- Demonstrates respect for students (active listening, respecting confidentiality).
- Is consistently available to meet with students during office hours or alternate times.
- Is aware of need to make referrals when advising is beyond scope of instructor.

2. Classroom Management Skills

Effective faculty members are able to guide class exercises and discussions using a combination of techniques while maintaining control of the class.

- Maintains control of the class.
- Maintains the lesson plan and instructional objectives while in class (controls distractions).
- Is available and willing to assist students when they work independently.
- Stimulates discussion through questions and/or small group activities.

3. Application of Learning Theory

Effective faculty members are aware of, and apply, learning theory in the design and delivery of course content. They may use a variety of teaching methods and classroom aids to maximize student learning.

- Creates a coherent framework that effectively guides the student through the content of the course.
- Illustrates key learning points.
- Employs teaching methods appropriate to individual differences.

4. Evaluation Skills

Effective faculty members provide students with opportunities both in and out of class to measure their progress.

- Provides a variety of opportunities to measure student progress.
- Is sensitive to students' self-esteem when evaluating their progress.

- Clarifies learning goals and establishes specific criteria for final grades, which are distributed to students at the beginning of the course as part of the Faculty Member's course syllabus.
- Clarifies the students' responsibilities for learning.

5. Skill in Managing Time

Effective faculty members use time efficiently. This may mean adjusting the lesson quickly, promptly resolving student disruptions or distractions, or using an involving technique when student interest wanes. Effective faculty organize activities and time prior to arrival.

- Uses the full time allowed for class.
- Manages activities to make the best use of time for student learning.
- Paces content and maintains student interest.

6. Skill in Creating the Learning Environment

Effective faculty members establish and maintain the correct psychological and physical learning environment from the outset of the course.

- Specifies course expectations during first class session as identified in the course syllabus and reinforces expectations throughout the semester.
- Sets and maintains high standards.
- Provides sufficient and appropriate learning resources.
- Is aware of need for appropriate physical environment

7. Adaptability and Flexibility

Effective faculty members are sensitive to the importance of the learning environment. They adapt to changes with a minimum of impact on their effectiveness. They are flexible enough to incorporate alternative teaching methods as needed.

- Can teach effectively in various settings.
- Uses current developments and student situations as learning opportunities.
- Maintains composure when confronted with unexpected circumstances.
- Clarifies concepts to facilitate student understanding.

8. Subject Area Knowledge and Continued Professional Growth

Effective faculty members stay current in their discipline through reading, continuing formal education, seminars, professional organizations, etc. They realize the need to update their knowledge base.

- Answers students' questions related to planned content.
- Is willing to bring additional information to next class.
- Is aware of current developments in subject area.

- Reads pertinent professional publications.

9. Course Conceptualization and Integration

Effective faculty members have a conceptual understanding of the positioning of their class inside the general curriculum and are able to integrate their course content to maximize student learning.

- Displays understanding of how course content fits into overall curriculum.
- Maintains awareness of courses preceding and following current course.
- Initiates curriculum changes to integrate course more effectively.
- Maintains standards consistent with equivalent courses.

10. Presentation Skills

Effective faculty members are competent presenters. They have acquired the basics of public speaking, which allow them to maximize the delivery of content. They present material in an interesting, informative manner.

- Avoids jargon or technical terms that students do not understand.
- Uses appropriate delivery skills (eye contact, gesture, body motion).
- Uses appropriate verbal skills (volume, tone, inflection).

11. Respect for Colleagues and the Teaching Profession

Effective faculty members are involved in department affairs. This involvement gives faculty a broader perspective on curriculum design and allows them to develop collegial relationships.

- Attends staff development activities and department meetings as appropriate.
- Assists in curriculum/program development, program review, and evaluation.
- Uses department resources wisely.
- Responds on time to administrative requirements (attendance, grades, ordering supplies).
- Serves on department and college-wide committees.
- Takes a role in long-range planning.
- Acts in accordance with ethics of the profession.

20.4 Evaluation Process: Contract Faculty (Years 1, 2, and 3/4)

Contract faculty shall be evaluated at least once during each year of probationary status. In the case of a contract faculty member hired initially in a spring semester, the annual evaluation process will commence in the succeeding fall semester.

Contract faculty evaluation is an extension of the hiring process during which contract faculty are integrated into the life of the college prior to becoming permanent faculty members of the college community. The decision to grant tenure is as important as the initial employment decision.

a) Contract Faculty Evaluation Committee

The evaluation committee for a contract faculty member shall consist of two (2) tenured faculty members and the Faculty Member's dean, or the dean's designee. The two (2) faculty members shall preferably be selected from the Contract Faculty Member's subject area, or if that is not possible, from a closely related discipline. The Contract Faculty Member shall select one member of his/her evaluation committee, and the dean, or the dean's designee, shall select the second member of the Evaluation Committee. The evaluation committee selected during the Contract Faculty Member's first contract shall, to the extent it is possible, serve as the Evaluation Committee for each evaluation during the Contract Faculty Member's probationary status. The dean, or the dean's designee, shall serve as chair of the Evaluation Committee. The committee chair shall be responsible for maintaining the evaluation file. At the conclusion of the evaluation process, the file shall be returned to Office of Human Resources.

b) Components of the Evaluation

The evaluation of contract faculty shall include: 1) professional growth/self-evaluation report; 2) student evaluation; 3) classroom or other appropriate observation; 4) committee member review; 5) an instructor portfolio consisting of course syllabi, examples of tests and class handouts for each preparation; and, 6) any other components mutually agreed to by the Faculty Member and his/her evaluation committee.

c) Evaluation Timelines

The following timelines are directive in nature and not mandatory, except to the extent that a contract faculty member's evaluation must be completed by no later than the end of the fall semester of each contract year.

1. Mid-September: Evaluation Committee Formation

The dean of each department or area, in consultation with the Office of Human Resources shall ensure that an evaluation committee is formed for each first contract faculty member and still in place for second and third contract faculty members.

2. October 1: Initial Evaluation Conference

The Evaluation Committee shall meet with the Contract Faculty Member to review the timelines and procedure for the evaluation. The evaluation criteria and the forms used will be reviewed. The Contract Faculty Member shall provide the Evaluation Committee with his/her instructor portfolio. By the conclusion of this meeting a schedule for classroom observations, the date for student evaluations, and the due date for the Contract Faculty Member to submit his/her Professional Growth/Self-Evaluation Report shall be agreed upon and set.

3. November: Classroom Observations

The evaluation committee shall conduct at least three (3) classroom observations. The classroom observations ~~should~~ **shall** be of distinct preparations unless the Contract Faculty Member has an assignment consisting of fewer than three (3) preparations. In such case, observations of at least three (3) different classes should be conducted. If a contract faculty member is

assigned a lab or clinical time, at least one (1) observation will include lab or clinical time. For ~~non-classroom~~ faculty **in student services and student support services**, the observations may include counseling appointments or other visitation of the Contract Faculty Member during assigned time. The classroom observations shall be conducted during the time-period established during the initial evaluation conference. Observations will be for a minimum of 40 minutes each. At the conclusion of an observation, the Evaluation Committee member is to complete the Faculty Observation Report Form.

4. Mid-November: Student Evaluations

By the end of the first week in November, the Office of Human Resources will provide each dean with student evaluation packets for each contract faculty member to be evaluated. By mid-November, the dean will distribute the student evaluations consistent with departmental practice. The Contract Faculty Member being evaluated may not be present in the classroom while students are completing their evaluation. The student evaluations will be provided to the Contract Faculty Member at the end of the semester.

5. Early December: Evaluation Committee Meeting

The evaluation committee shall meet to review that all required forms have been completed, and that the Contract Faculty Member has provided the Evaluation Committee with his/her Professional Growth/Self-Evaluation Report. The evaluation committee, upon review of the entire evaluation file, shall prepare a final evaluation report utilizing the Contract Faculty Evaluation Summary Form.

In the event that the Evaluation Committee cannot reach a consensus as to the overall rating of the Contract Faculty Member, at least two (2) members of the Evaluation Committee must agree on the rating. Any member of the Evaluation Committee may submit a written report dissenting from the Contract Faculty Evaluation Summary prepared by the majority of the Evaluation Committee.

As part of the Contract Faculty Evaluation Summary, the Evaluation Committee shall:

- For a contract faculty member working under his/her first one-year contract or second one-year contract recommend to either: 1) not enter into a contract for the following academic year; 2) enter into a contract (one/two year) for the following academic year; or, 3) employ the Contract Faculty Member as a permanent employee for all subsequent academic years.
- For a contract faculty member completing the second year of his/her third contract (final year of probationary status) recommend either: 1) not employ the Contract Faculty Member as a permanent faculty member; or, 2) employ the Contract Faculty Member as a permanent (tenured) faculty member for all subsequent academic years.

6. Mid-December: Final Evaluation Conference

At the final evaluation conference, the Evaluation Committee shall review its evaluation and recommendations with the Contract Faculty Member. A copy of all evaluation reports will be provided to the Contract Faculty Member.

In the event that the Evaluation Committee recommends that the Contract Faculty Member's contract not be renewed or that the Contract Faculty Member not be employed as a permanent faculty member, the recommendation will be forwarded to the Superintendent/President who shall determine whether to forward the recommendation to the Board of Trustees for final action.

In the event that the Evaluation Committee's recommendation is not unanimous, the Superintendent/President shall, along with his/her recommendation, forward to the Board of Trustees any dissenting report prepared by an evaluation committee member and a copy of the contract faculty's evaluation packet. The Board of Trustees shall make the final decision with respect to the forwarded recommendation(s).

A recommendation from the Evaluation Committee to enter into a new contract for the ensuing year or in the case of the final year of contract faculty member's third contract that the contract employee be employed as a permanent faculty member for all subsequent academic years, shall be forwarded to the Superintendent/President. The Superintendent/President shall forward the Evaluation Committee's recommendation and his/her recommendation to the Board of Trustees. The Board of Trustees shall make the final decision with respect to the forwarded recommendation.

In the event of a recommendation not to enter into a contract for the following year or not to employ the Contract Faculty Member as a permanent member of the faculty, the effected contract faculty member may file a grievance in accordance with Education Code Section 87610.1

If a contract faculty member is evaluated as "Needs Improvement" with a recommendation to employ the Contract Faculty Member for the following academic year, the Evaluation Committee and the Contract Faculty Member shall develop a written improvement plan. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the Contract Faculty Member shall submit to the Evaluation Committee a written report outlining the steps taken by the Contract Faculty Member in compliance with the plan for improvement. The improvement plan, will be included as part of the Contract Faculty Evaluation Summary Form and will be part of the evaluation components for the Contract Faculty Member's next evaluation.

The chair will ensure that the evaluation file is sent to the Office of Human Resources.

20.5 Evaluation Process: Regular Faculty

Regular faculty members shall be evaluated every third year unless there is a recommendation for further evaluation based on an "Unsatisfactory" evaluation.

a) Evaluation Committee

The composition of a regular faculty member's evaluation committee will be determined by the Regular Faculty Member, but ~~should~~ **shall** meet the following criteria:

1. There ~~should~~ **shall** be a ~~maximum of~~ two (2) faculty members and at least one (1) academic administrator on a team. The academic administrator shall be the faculty member's division dean. **At least one faculty member shall be selected from the Regular Faculty Member's subject area or from a closely related discipline.** The faculty may include an additional academic administrator, faculty from another college, or faculty from another discipline. At the request of the Unit Member to be evaluated, the appropriate vice president may appoint a different academic administrator to serve as a member of the evaluation committee.
2. All faculty members of a team shall be tenured.

b) Components of the Evaluation

The evaluation of regular faculty shall include: 1) professional growth/self-evaluation form; 2) student evaluation; 3) classroom or other appropriate observation; 4) committee member review; 5) an instructor portfolio consisting of course syllabi, examples of tests, and class handouts for each preparation; and, 6) any other components mutually agreed to by the Faculty Member and his/her evaluation committee.

c) Evaluation Timelines

1. End of September

The Office of Human Resources will provide each dean with a list of regular faculty members to be evaluated in the Spring semester.

2. End of Fall Semester

All regular faculty members to be evaluated in the Spring will complete the formation of his/her evaluation committee.

3. March 1: Initial Evaluation Conference

The evaluation committee shall meet with the regular faculty member to review the timelines and procedure for the evaluation. The Evaluation Criteria and the forms used will be reviewed. The regular faculty member shall provide the Evaluation Committee with his/her instructor portfolio. By the conclusion of this meeting a schedule for classroom observations, the date for student evaluations, and the due date for the regular faculty member to submit his/her Professional Growth/Self-Evaluation Report shall be agreed upon and set.

4. April: Classroom Observations

The evaluation committee shall conduct at least three (3) classroom observations. The classroom observations ~~should~~ **shall** be of distinct preparations unless the regular faculty member has an assignment consisting of fewer than three (3) preparations. In such case, at least three (3) observations of different classes should be conducted. If a regular faculty member is assigned a lab or clinical time, at least one (1) observation will include lab or clinical time. For ~~non-classroom~~ faculty in **student services and student support services**, the observations may include counseling appointments or other visitation of the regular faculty member during assigned time. The classroom observations shall be conducted during the time period established during the evaluation conference. Observations will be for a minimum of forty (40) minutes each. At the

conclusion of an observation, the Evaluation Committee member is to complete the Faculty Observation Report Form.

5. Early April: Student Evaluations

By the end of the first week in April, the Office of Human Resources will provide each dean with student evaluation packets for each regular faculty member to be evaluated. By mid-April, the dean will distribute the student evaluations consistent with departmental practice. The regular faculty member being evaluated may not be present in the classroom while students are completing their evaluation. The student evaluations will be provided to the regular faculty member at the end of the semester.

6. May 1: Evaluation Committee Meeting

The evaluation committee shall meet to review that all required forms have been completed and that the regular faculty member has provided the Evaluation Committee with his/her Professional Growth/Self-Evaluation Report. The evaluation committee, in review of the entire evaluation file shall prepare a final evaluation report utilizing the Regular Faculty Evaluation Summary Form.

In the event that the Evaluation Committee cannot reach a consensus as to the overall rating of the regular faculty member, at least two (2) members of the Evaluation Committee must agree on the rating. Any member of the Evaluation Committee may submit a written report dissenting from the Regular Faculty Evaluation Summary prepared by the majority of the Evaluation Committee.

7. Mid-May: Final Evaluation Conference

At the final evaluation conference, the Evaluation Committee shall review its evaluation and recommendations with the regular faculty member. A copy of all evaluation reports will be provided to the regular faculty member.

If a regular faculty member is evaluated as "Needs Improvement" the Faculty Member shall prepare a plan for improvement and submit it to the Evaluation Committee. The evaluation committee shall review the plan and either approve the plan as submitted or request the regular faculty member to modify the plan consistent with its direction. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the Faculty Member shall submit to the Evaluation Committee a written report outlining the steps taken by the Faculty Member in compliance with the plan for improvement. The plan for improvement will be attached to the evaluation summary and will be used as part of the next regular evaluation of the Faculty Member.

If a regular faculty member is evaluated as "Unsatisfactory", the Faculty Member shall prepare a plan for improvement and submit it to the Evaluation Committee. The evaluation committee shall review the plan and either approve the plan as submitted or request the Faculty Member to modify the plan consistent with its direction. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. At the conclusion of the timelines included in the plan for improvement, the regular faculty member shall submit to the Evaluation Committee a written report outlining the steps taken by the Faculty

Member in compliance with the plan for improvement. The plan for improvement shall be attached to the evaluation summary. The regular faculty member shall be evaluated the following spring semester consistent with the guidelines for the evaluation of a faculty member and shall also include under “Components of Evaluation” the plan for improvement.

At the conclusion of this meeting, the chair will ensure that the evaluation file is sent to the Office of Human Resources.

In the event there is a disagreement between a regular employee and the District concerning the evaluation process, the disagreement(s) may be addressed as a grievance under the contractual grievance procedure set forth in the current bargaining agreement between the District and the Association.

20.6 Special Provisions for Faculty Teaching Online Education

In addition to the evaluation process set forth above, in the event that a contract or regular faculty member teaches online education courses, the following provisions will apply:

- a) At least one (1) on-line class will be observed. The observation team will consist of one (1) evaluation committee member and **a certified POCR (Peer Online Course Review) faculty member or** the Online Education Faculty Coordinator. **The evaluation committee member will provide subject matter and pedagogical/andragogical expertise. The POCR reviewer/online education faculty coordinator will evaluate for regulatory compliance.** The **POCR reviewer/online education faculty coordinator**, unless a member of the Evaluation Committee, will have only an advisory role. The observation will include review of the online content, the navigability of the course site and student evaluation for the particular class.
- b) **Faculty will receive the self-evaluation form for their online course at the first evaluation committee meeting. They will provide the form to the appropriate committee member prior to the meeting to review their online site. They will receive written notice of the day and time that the evaluation will take place. The evaluation committee member and the POCR reviewer/OE Coordinator will have access to the course provided for the duration of the review. The faculty member will receive written notice when the review of their site is complete. The POCR reviewer/OE Coordinator will complete an evaluation form to accompany the teaching evaluation that will be submitted to the Evaluation Team and to the Dean of Social and Behavioral Sciences and Online Education.**
- c) ~~Student evaluations will be completed on a form specifically designed for online education courses.~~
- c) The online class may be used as one of the preparations for the required observations.

20.7 Evaluation Forms

The following forms are included as part of this Administrative Procedure:

- Contract Faculty Evaluation Forms
- Regular Faculty Evaluation Forms

These evaluation forms are the only versions approved for use, and shall not be changed without mutual agreement between the District and the Association.

- Form 1 – Faculty Observation – Instruction (Appendix H)
- Form 2 – Faculty Observation – Counselors (Appendix I)
- Form 3 – Faculty Observation – Librarian (Appendix J)
- Form 4 – Faculty Observation – College Nurse (Appendix K)
- Form 5 – Regular Faculty (Tenured) Evaluation Summary (Appendix L)
- Form 6 – Contract Faculty (Non-Tenured) Evaluation Summary (Appendix M)
- Form 7 – Professional Growth and Self-Evaluation Report (Appendix N)
- Form 8 – Classroom Instruction Evaluation (Appendix O)
- Form 9 – Student Evaluation of Counselor (Appendix P)
- Form 10 – Student Evaluation of College Nurse (Appendix Q)
- Form 11 – Student Evaluation of Librarian (Appendix R)
- Form 12 – Online/Hybrid Instruction Evaluation (Appendix S)

Student Evaluation of Instructor

Student Evaluation of Online Instruction

OE Coordinator/POCR Faculty Evaluation Worksheet

Online Education Faculty Self-Evaluation Worksheet