

**District's Last, Best and Final Proposal for a Tentative Agreement  
November 25, 2020**

New language in **bold underline**.

Deleted language in ~~strikethrough~~.

Editing notes not intended for final contract language in *italics*.

*Note: Once language is finalized the final numeration and format of the Contract will be adjusted to account for inconsistencies that may exist 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:

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)**
8. **Current assignment (total Units/LHE)**
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 and Service Fee

- 3.8.1 ~~The Association and the District agree that each Unit Member in the bargaining unit shall contribute equally toward the cost of administration of this Agreement by the Association and for the representation of Unit Members in the bargaining unit by the Association.~~
- 3.8.2 ~~By November 1 of the year covered by this Agreement, all Unit Members will pay the annual unified Citrus College Faculty Association/Community College Association/California Teachers Association/National Education Association (CCFA/CCA/CTA/NEA), dues or authorize the deduction of this amount in installments from the 10 regular monthly payroll warrants. Should a Unit Member choose not to join the Association, a service fee equal to the unified dues will be paid by the Unit Member in the manner prescribed above.~~
- 3.8.3 **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.** ~~In the event a Unit Member is hired after September 1 of the year covered by this Agreement, the Unit Member will be assessed a fee prorated for the number of months remaining under this Agreement.~~
- 3.8.4 ~~The dues deduction authorization shall be revocable upon written notice by the Unit Member and such revocation shall be effective commencing with the next pay period after its receipt. 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.~~
- 3.8.5 ~~Should a Unit Member elect to revoke the dues deduction authorization, the Unit Member remains bound by this Agreement to pay the service fee or any fraction of the fee remaining unpaid at the time of revocation as a condition of continued employment. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement. The Association shall pay to the District any legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board, or any other body, challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.~~

**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.

~~3.8.6 Any Unit Member who is a member of a religious body whose traditions, teachings or tenets include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support the Association as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

~~(1) Citrus College Faculty Association Scholarship Fund~~

~~(2) Citrus College Foundation General Fund~~

~~(3) Citrus College Foundation Scholarship Fund~~

~~(4) Foundation to Assist California Teachers~~

~~One tenth of the representation fee, which would have been paid will be deducted each month for ten months from that employee's pay warrant and deposited in the designated account for one of the organizations listed in this section.~~

~~3.8.7 If a Unit Member holds conscientious objections pursuant to this Article and requests the Association to use the grievance procedure or arbitration procedure on the Unit Member's behalf, the Association is authorized to charge the Unit Member for the reasonable cost of using such procedures.~~

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 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.**

5.1.1.2 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

## 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 faculty, the workweek shall consist of 30 assigned hours, which include course preparations, lectures, laboratory activities involving student contact, and student assessment 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 assignment of classes scheduled during college hour.

## 5.4 Librarians/College Nurses/Lab Supervisors

5.4.1 For librarians, college nurses, and lab supervisors the workweek shall consist of 30 assigned hours, which include professional service, teaching, preparation, department planning activities, ~~teaching-related office hours~~, and other assigned activities.

## 5.5 Office Hours

### 5.5.1 Classroom Faculty

5.5.1.1 Each classroom faculty member shall have five (5) 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 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

5.5.3.1 Non-instructional Unit Members 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.

## 5.5.4 All Faculty Unit Members

5.5.4.1 In addition to the weekly hours ~~set forth above~~, all Faculty weekly assignments shall include, 10 hours to include scheduled department meetings, required student teacher conference hours, ~~including~~ shared governance activities/committees, student follow-up, community involvement, and other professional and academic activities. ~~For librarians, college nurses, and lab supervisors, five (5) of these 10 hours will be assigned.~~

## 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 application of the Carnegie unit as specified in Title 5 § 55002 (b)(1)(B)~~, and 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.**

### 5.6.2 Full Lecture-Hour Equivalent (1.0 LHE) Assignments

5.6.2.1 One (1) LHE is ~~47.5~~ **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.

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

5.6.3.1 ~~Seventeen and one-half (17.5)~~ **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 ~~Seventeen and one-half (17.5)~~ **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.

**5.6.2.3 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.**

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

5.6.4.1 ~~Seventeen and one-half (17.5)~~ **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 ~~Seventeen and one-half (17.5)~~ **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 ~~Seventeen and one-half (17.5)~~ **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 Seventeen and one-half (17.5) class hours during which students are primarily engaged in an activity, vocational skill or athletic skill building laboratory which does not require the Unit Member to engage in significant amounts of lecture or demonstration and there is limited assessment of student (written) work required of the supervising Unit Member outside of student contact time and for which preparation and/or assessment require a minimum of 15 minutes per class hour is designated as 0.667 LHE.~~

**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 ~~Seventeen and one-half (17.5)~~ **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.

~~5.6.6.2 Seventeen and one-half (17.5) hours during which a counseling Unit Member is assigned to meet with students in their role as counselor or learning disability specialist is designated as 0.50 LHE.~~

~~5.6.6.3 Seventeen and one-half (17.5) hours during which a librarian Unit Member is assigned to specific professional tasks within the Citrus College Library Program is designated as 0.50 LHE.~~

~~5.6.6.4 Seventeen and one-half (17.5) hours during which the Unit Member is assigned to coordinate a specific project, task, curricular area on a short term or on-going basis is designated as 0.50 LHE.~~

~~5.6.6.5 Seventeen and one-half (17.5) hours of time during which the college nurse serves in the professional role of campus nurse 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 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 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

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.

#### 5.6.9 Assignment of Classes

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

5.6.9.2 Unit Members will be assigned classes to fulfill their required load.

5.6.9.3 Unit Members will be offered remaining classes for overload.

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



5.6.9.6 Adjunct faculty will be offered remaining classes.

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

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

#### 5.6.10 Assignment of Overload Classes/Hours

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

5.6.10.2 Full-time department members will receive first priority.

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 Under Load and Load Balancing

~~5.6.11.1 If a Unit Member falls below the required load for a semester, the immediate supervisor will meet with the Unit Member to develop a plan to resolve the "under load."~~

**5.6.10.1** 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 a lighter load **LHE is reduced** in one semester **and** is offset by a heavier load **additional LHE** in the subsequent semester to achieve the appropriate annual workload. If load balancing over two semesters will not produce an average load that is appropriate, then load balancing over more than two (2) semesters may be employed.

**5.6.10.2** 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.

#### 5.7 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:  
[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 (~~July through June~~) for full-time counselors/~~coordinators~~, and the articulation officers assigned to the counseling department shall be as follows:

Counselors hired on or after <del>July 1, 1995</del> .....	175 assigned days
Counselors hired before 1995 .....	195 assigned days
DSP&S Coordinator .....	195 assigned days
Articulation Officer .....	195 assigned days

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

5.8.2 Annual Assignment Calendar

5.8.2.1 ~~On or before April 1 of each year, the Dean of Counseling shall establish the assignment for all counselors/coordinators assigned to 175 assigned days, the assignment for all counselors/coordinators assigned to 195 days. The dean will provide each counselor/coordinator with a copy of the calendar related to his/her assignment. The dean will develop the assignment calendar taking into consideration the following:~~

5.8.2.1 **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 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 calendar weeks prior to the start of Fall instruction. The beginning of the Spring Assignment Period shall be one calendar week before the start of Spring instruction.**

5.8.2.4 **At least four 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.**

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.**

- 1) ~~———— A 6-hour assigned day;~~
- 2) ~~———— For counselors/coordinators with a 175-day assignment — a 4-day workweek of Monday through Thursday;~~
- 3) ~~———— For counselors/coordinators with a 195-day assignment — a 5-day workweek with approximately 30 Fridays unassigned;~~
- 4) ~~———— To provide four (4) weeks of unassigned time in late June and early July (for counselors/coordinators assigned more than 175 days per year, the unassigned time in early July will be one (1) week).~~

### 5.8.3 Optional Compression

~~5.8.3.1 Current counselors/coordinators may compress his/her annual assignment as follows.~~

- 1) ~~———— 175-day assignment is compressed to 162 assigned days at 6.5 hours per day~~
- 2) ~~———— 195-day assignment is compressed to 162 assigned days at 6.5 hours per day and an additional 20 assigned days at six (6) hours per day.~~
- 3) ~~———— 205-day assignment is compressed to 162 assigned days at 6.5 hours and an additional 30 assigned days at six (6) hours per day.~~

~~Note: — The compression option will not be available to counselors/coordinators hired after July 2011.~~

### 5.8.4 Weekly Hours and Days of Assignment

#### 5.8.4.1 Assigned Time

- 5.8.4.1.1 The weekly assigned hours and days of a counselor assignment shall be based on a load factor of .5 LHE **30 hours per week.** Assigned time may include, but is not limited to, student contact, student assessment, assigned **approved special** projects, program coordination, group advising, on-line counseling, teaching (as set forth below in Section 5.8.5), **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 5.8.2** above and the adopted assignment calendar for any given year. ~~For counselors with an assigned work year of 175 days the assigned workday will normally be scheduled~~

~~as six (6) hours per day in a 4-day workweek. For counselors/coordinators with an assigned work year of 195 days the assigned workday will normally be scheduled as six (6) hours per day in a 5-day workweek. (Note the actual number of days per week may fluctuate due to legal and local holidays in which the campus is closed).~~

5.8.4.1.2 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.

~~5.8.4.1.3 Counselors who request and are approved to attend an off-campus function on otherwise unscheduled day(s) and/or hour(s) are to be included in the required hours of unassigned time.~~

#### 5.8.4.2 Unassigned Time

~~5.8.4.2.1 For every day assigned at least six (6) hours, counselors/coordinators shall provide two (2) hours of additional unassigned time. Thus for example, if a counselor is assigned to work six (6) hours per day Monday through Thursday, the counselor/coordinator's weekly hours shall total 24 hours of assigned time and eight (8) hours of unassigned time.~~

~~5.8.4.2.2 Unassigned time shall be used for department meetings, required student teacher conference hours, class preparation time, shared governance activities/committees, student follow-up, community involvement and other professional and academic activities.~~

#### 5.8.5 Assigned Teaching Time

5.8.5.1 A counselor/coordinator 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/coordinator's assigned hours for the week based on the LHE for that class. For example, if a counselor or coordinator is assigned to teach a three (3) unit/three (3) LHE class and the class meets for 3.4 hours per week the counselor/coordinator'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.

~~5.8.5.2 Counselors/coordinators who teach classes will schedule one (1) office hour per three (3) hours of classroom instruction. These office hours will be scheduled as part of the unassigned hours as set forth in Section 5.8.4.2.~~

#### *Editor's Note:*

*5.8.5.2 is deleted because it is already captured in 5.5.3.1*

#### 5.8.6 Overload **Extra-Duty** Assignments

5.8.6.1 An ~~overload~~ **extra-duty** assignment occurs when a counselor/~~coordinator~~ is assigned any class or extra assignment on a day ~~in~~ **on** which the counselor/~~coordinator~~ is not already assigned to work and/or beyond the counselor's/~~coordinator's~~ assigned hours for the day of the assignment. ~~Overload~~ **Extra-duty** assignments will first be offered to full-time counselors/~~coordinators~~. In the event no full-time counselor/~~coordinator~~ is available to take the ~~overload~~ **extra-duty** assignment, then the ~~overload~~ **extra-duty** assignment may be assigned **offered** to an adjunct counselor.

**5.8.6.2 All courses taught during the Summer and/or Winter Intersessions shall be taught as extra-duty.**

~~5.8.7 Termination of a Coordinator Assignment~~

~~5.8.7.1 If a counselor who is provided a coordinator assignment voluntary relinquishes her/his coordinator assignment or for any other reason is not continued in the coordinator assignment, he/she is entitled to a counseling assignment. The District will normally return such coordinator to the counselor role he/she previously occupied but reserves the right to assign the coordinator to a counseling position that best serves the interest of the District.~~

Article 6 - Non-Discrimination: No Changes

Article 7 - Academic Freedom and Intellectual Property: Modify as indicated below:

7.1 Academic Freedom

7.1.1 The Unit Member shall have the academic freedom to seek the truth and guarantee freedom of learning to the students.

7.2 Intellectual Property

7.2.1 The Unit Member shall have the right to intellectual property created by that Unit Member consistent with the provisions of Administrative Procedure 3715 **included herein as Appendix xxx.**

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 graduate units earned at an institution accredited by one of the regional associations such as, Western Association of Schools and Colleges. Undergraduate units 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) 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 January 1, 2018 **2021**

~~8.2.1.1 Effective January 1, 2018, the faculty salary schedules shall be increased by five percent (5.0%). In addition, a two percent (2%) off-schedule payment will be provided. The off-schedule payment shall be applied to the regular salary schedule and paid to unit members as part of their regular pay. The payment shall end as of December 31, 2018.~~

**Effective January 1, 2021, the full-time faculty salary schedule shall be increased by 2%. This increase shall expire and all salary schedules shall revert to their 2020 levels upon expiration of this Agreement. All salary schedules derived from the full-time faculty salary schedule will be adjusted correspondingly (see 8.2.4, 8.2.5, 8.4.1).**

### 8.2.2 January 1, 2019

~~8.2.2.1 Effective January 1, 2019, the faculty salary schedules shall be increased by three percent (3.0%). In addition, a two percent (2%) off-schedule payment will be provided. The off-schedule payment shall be applied to the regular salary schedule and paid to unit members as part of their regular pay. The payment shall end as of December 31, 2019.~~

### 8.2.3 January 1, 2020

~~8.2.3.1 Effective January 1, 2020, the faculty salary schedules shall be increased by two percent (2.0%). In addition, a two percent (2%) off-schedule payment will be provided. The off-schedule payment shall be applied to the regular salary schedule and paid to unit members as part of their regular pay. The payment shall end as of December 31, 2020.~~

### 8.2.4 Calculating Overload and Intersession Salary Schedules

8.2.4.1 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. 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.

~~Effective January 1, 2018, Class 5 (Doctorate) shall be added to the overload and intersession salary schedules.~~

### 8.2.5 Hourly Non-Teaching Rate

8.2.5.1 The hourly rate for all non-teaching faculty assignments shall be set at 1/1000th of Step 1, Class 1 of the Full-Time Faculty Salary Schedule.

## 8.2.6 Reassigned Time and Stipends

8.2.6.1 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.

8.2.6.2 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 ~~Negotiation~~ **Bargaining** Team.

8.2.6.3 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.

## 8.3 Definition of Salary Class

### 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 Doctorate

## 8.4 Discontinued Classes for Faculty Overload

8.4.1 Unit Members who have classes cancelled because of inadequate enrollment shall receive 1/1000<sup>th</sup> of Step 1, Class 1 of the 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 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 = +25% of instructor's overload salary for that specific course
- 70 students enrolled = +50% of instructor's overload salary for that specific course
- 80 students enrolled = +75% of instructor's overload salary for that specific course
- 90 students enrolled = +100% of instructor's overload salary for that specific course
- 100 students enrolled = +125% of instructor's overload salary for that specific course
- 110+ students enrolled = +150% of instructor's overload salary 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 Appendices D, J, and P.

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 Appendices D, J, and P 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.

## **8.8 Retirement Incentive:**

**The District will pay a sum of \$5,000 as a bonus to a Unit Member (after the Unit Member's 55<sup>th</sup> 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.**

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

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

~~10.1 The Unit Member benefit package shall include mandatory medical, dental, vision, and prescription insurance for those who do not have coverage by another source. New Unit Members shall select a program and process required documents for Unit Member benefits within thirty (30) days of their date of employment or such benefits may be lost until the next available open enrollment period. It is the District's responsibility to inform the new employee of the available options. Unit Member benefit monies remaining after selection of options may be used for other programs available through District payroll deduction except as restricted in Article 10.2. The effective date for these benefits will be the first of the month following the first day of service, provided that ten working days in the month prior have been satisfied.~~

~~10.1.1 The District shall contribute for the current contract enough to fund the 2001-03 coverage for Unit Members and their dependents for medical insurance. The District shall provide monies for the same dental and vision coverage as in the 2001-03 contract. Any change of provider or level of coverage for medical, dental, or vision insurance will be brought, upon recommendation by the District's Insurance 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 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 The District shall provide a program of health insurance benefits for unit members and retired unit members as specified below:**

**10.1.2 District Provided Benefits (current unit members): The District shall provide health, vision, and dental benefits to the unit member and his/her dependents as follows:**

**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.**

**Dental: Unit members may choose to enroll in a dental insurance plan through Blue Shield.**

**Vision: Unit members may choose to enroll in a vision insurance plan through Vision Insurance Plan.**

**10.1.3 Premium Payment: The District shall pay the total premium cost for each of the benefit plans set forth above for the duration of the contract.**

**10.1.4 Effective and End Date: 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.**

**10.1.5 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. District shall provide monies for the same dental and vision coverage as in the 2001-03 contract. Any change of provider, or level of coverage, **or plan structure** for medical, dental, or vision insurance coverage will be brought, upon recommendation by the District's Insurance-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** 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.

~~10.1.2 All tax shelter amounts previously created through use of excess allotments shall be maintained at no more than the 1981-82 level (\$71.00), except as indicated in Article 10.2. **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:** For employees- **Unit Members** who have medical coverage elsewhere, there shall be funds available and apportioned as follows: the same allotment as in 10.1.2, 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 negotiations 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.**

~~10.4 Each Unit Member shall be entitled to use, without qualification, three (3) days of regular sick leave as unspecified personal necessity leave with reasonable notice (three working days) to the appropriate vice president.~~

- 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. ~~The **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~~ coverage provided shall be coordinated with Medicare Parts A and B for those Unit Members who are eligible. ~~A Board approved leave shall constitute a year of service for the purpose of computing eligibility for this benefit.~~ 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** ~~insurance~~, 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 ~~A Unit Member whose work assignment is for more than 60% of a regular assignment and meets the qualifications stated above shall be eligible for the pro rata share of the fully paid medical, dental, vision, and prescription insurance. Unit Members who retire after being on reduced load with full retirement benefits (Article 9) and who qualify under Section 10.6 shall receive the same paid retiree benefits as full-time Unit Members who retire.~~
- 10.6.3 Retirement Options
- 10.6.3.1 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** ~~and prescription insurance~~ 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 55<sup>th</sup> 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 and prescription insurance up to a maximum of two (2).

<u>Years of Consecutive Service:</u>	<u>Benefits Paid to Age:</u>
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 and prescription plans 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 55<sup>th</sup> birthday.

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

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

~~10.6.4 The District will pay \$5,000 as a bonus to a Unit Member (after the Unit Member's 55<sup>th</sup> 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.~~

Article 11 - Dispute Procedure: No changes

Article 12- Grievance Procedure:

## 12.1 Definitions

- 12.1.1 A “grievance” is a claim by a Unit Member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement, and any Board Policy/Administrative Procedure relating to a subject that is a mandatory subject of bargaining.
- 12.1.2 For the purposes of Article 12, “academic year” is the period commencing with the date on which convocation is held and ending with the date on which commencement is held. Winter and Summer intersessions are excluded from this definition of the academic year.
- 12.1.3 An “aggrieved person” or “grievant” is the Unit Member(s) adversely affected or the Association.
- 12.1.4 For the purposes of Article 12, a “day” shall mean any day during the academic year in which the college is open, excluding Saturday and Sunday.

## 12.2 Purpose

- 12.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The District and the Association commit to engaging in meaningful discussions at each level of the grievance procedure.
- 12.2.2 Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
- 12.2.3 The aggrieved person(s) may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that such adjustment is not inconsistent with the terms of the Agreement and that the Association has been given a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.
- 12.2.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual written agreement.
- 12.2.5 In the event a grievance is filed at such a time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year. The time limits set forth herein may be adjusted so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District. Any agreement to adjust the time limits pursuant to this section shall be in writing. In the absence of such a written agreement no agreement to adjust the time requirements shall be inferred.

## 12.3 Procedure

### 12.3.1 Level One

12.3.1.1 Within 45 days of the Unit Member's discovery of the alleged violation, an aggrieved person will first discuss the grievance with the appropriate immediate management supervisor and if unresolved, the appropriate dean, and if still unresolved with the appropriate vice president in that order, either individually or with the Association's designated grievance representative with the objective of resolving the matter informally. Should the aggrieved person not have a dean, the aggrieved shall begin the procedure with the vice president. The highest level administrator seen will respond, in writing, to the aggrieved person within a period of 10 days.

### 12.3.2 Level Two

12.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing, on the appropriate District form from the Office of the Superintendent/President, with the Superintendent/President of the District or his/her designated vice president within 10 days following the decision at Level One.

12.3.2.2 Within 14 days after receipt of the written grievance by the Superintendent/President of the District or the Superintendent/President's designated vice president, the Superintendent/President of the District or the Superintendent/President's designated vice president, will meet with the aggrieved person, and if requested by the grievant, the president of the Association or the president's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the District Superintendent/President or the Superintendent/President's designated vice president, shall be presented to the grievant and the president of the Association in writing within seven (7) days following the meeting at Level Two.

### **12.3.3 Level Three: Mediation**

**If the aggrieved person is not satisfied with the decision at Formal Level II, the aggrieved person, with the consent of the Association, may request that the grievance be submitted to mediation for review.**

**Within fifteen (15) working days of receipt of a written request to proceed to mediation, the District will request the services of a mediator from the California State Mediation and Conciliation Service.**

**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.**

**If a mutual resolution of the grievance is reached during mediation, a written statement of the resolution will be prepared and signed by the parties.**

**In the event a mutual resolution is not reached during mediation, the District and the Association shall prepare a written statement as to the unresolved issues. Within ten (10) days of the conclusion of mediation, the District and Association shall exchange these statements of unresolved issues.**

12.3.3 Level ~~Three~~ **Four**

12.3.3.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level ~~Two~~ **Three**, the president of the Association or the president's designee, may, ~~within an additional 10 days,~~ **within 10 days from the date the District and the Association exchange statements of unresolved issues,** submit notice, in writing, to the Superintendent/President or the Superintendent/President's designated vice president, that the grievance is being submitted to arbitration

12.3.4 Submission to arbitration shall be made by the Association to the State Mediation and Conciliation Service. The parties shall then be bound by the rules and procedures of the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the rules of said service.

12.3.5 As soon as possible and in any event not later than 14 days after the District receives the written notice of the aggrieved person's desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said 14 days, an arbitrator shall be selected from a list of seven (7) arbitrators supplied by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot. If the arbitrator selected will not be available for the hearing within a reasonable period of time, not exceeding 60 days, the parties shall proceed to select another arbitrator from above list.

12.3.6 If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the grievance has become moot, or that a party has breached the confidentiality provisions, then such a claim shall, at the option of the District, be heard and ruled upon by an arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which the arbitrator deems necessary.

12.3.7 The arbitration shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other and upon arguments presented in briefs.

12.3.8 The arbitrator may hear and determine only one grievance at a time unless the District and the grievant(s) expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.



## 12.4 Arbitrator's Decision

12.4.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in the arbitrator's decision such financial reimbursement or other remedies as is judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/President of the District, the grievant, and the Association.

12.4.2 The decision of the arbitrator within the limits herein prescribed shall be final and binding upon all parties to this contract.

12.4.3 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

## 12.5 Rights of Unit Members to Representation

12.5.1 No reprisals of any kind will be taken by the Board, the Superintendent/President of the District, or by any member or representative of the administration of the District, against any aggrieved person, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

12.5.2 ~~The aggrieved person may represent him or herself at all stages of the grievance, and if requested by the grievant, the president of the Association or the Association president's designee. The aggrieved person may not be represented by personal legal counsel in this local process~~

## 12.6 Miscellaneous

12.6.1 If a grievance arises from action or inaction by the Superintendent/President or a Vice President, the processing of such grievance shall be commenced at Level Two.

12.6.2 Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.

12.6.3 Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's administrative office, the District shall provide released time with no loss of pay to the grievant, witnesses, and if requested, the president of the Association or the president's designee, so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1(c).

12.6.4 In order to encourage a professional and harmonious disposition of Unit Member's grievances, it is agreed that from the time a grievance is filed until it is processed through arbitration, or decided to the mutual satisfaction of the grievant and the District, neither party shall make public either the grievance or evidence regarding the grievance.

- 12.6.5 All procedural documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file in the Office of the Superintendent/President and will not be kept in the personnel file of any of the participants. With approval of the Superintendent/President of the District or the Superintendent/President's designee, the file may be opened, but only in the presence of the Association's President or the President's designee, except that the grievant may examine the grievant's file at any time.
- 12.6.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Human Resources Office. Such forms shall be posted on the District's website. A Unit Member may request a copy from Human Resources. Human Resources will provide a copy within 72 hours of receipt any such request.
- 12.6.7 At each step of the grievance procedure, the District representative may be assisted at the grievance meeting by the Director of Human Resources.
- 12.6.8 If the District fails to respond to a grievance as set forth in each step of the grievance procedure, the Association may file a separate grievance alleging a violation of the provisions of the grievance procedures.

Article 13 - Safety: No Changes

Article 14 - Personnel Files: No Changes

Article 15 - Leaves: Modify as indicated below.

15.1 Sick Leave

15.1.1 Unit Members shall be granted paid sick leave within the following provisions:

a) Regular Sick Leave

Full-time faculty shall earn sick leave on an annual basis as follows:

- 10 month employees ..... 10 days per fiscal year
- 10-1/2 month employees ... 10-1/2 days per fiscal year
- 11 month employees ..... 11 days per fiscal year
- 11-1/2 month employees ... 11-1/2 days per fiscal year
- 12 month employees ..... 12 days per fiscal year

b) ~~Extra Duty~~ **Additional** Sick Leave (Intersession and Overload)

Full-time faculty who teach during an intersession shall earn ~~overload~~ **intersession** sick leave at the rate of one (1) hour of sick leave for each 18 hours of assignment. All sick leave earned under this provision shall be placed in an hourly sick leave account and may be used by a Unit Member for absences occurring during an intersession assignment. ~~or for an overload absence.~~

Full-time faculty who teach overload classes shall earn **additional** paid sick leave at the rate of one (1) hour of sick leave for each 18 hours of overload assignment. All sick leave earned under this provision shall be placed in a ~~hourly sick leave account and may be used by a Unit Member for absence from an overload class or an absence from a class during an intersession~~ **shall be included to be used as part of the unit member's sick leave balance as set forth in section (a) above. The number of overload of sick leave hours will be converted to days based on a divisor of 6. For example, 36 overload sick leave hours equals 6 days of regular sick leave. Overload sick leave will be drawn from first when sick leave is utilized.**

c) Accumulated Sick Leave

At the beginning of each fiscal year, a Unit Member's sick leave accumulation shall be increased by the number of days of paid sick leave that she/he is entitled to under paragraph (a) above. Unused regular and ~~extra-duty~~ **overload** sick leave shall be **added to the unit member's accumulated sick leave balance. Overload sick leave, when converted to accumulated sick leave, shall do so at a rate of 6 hours of overload sick leave to one day of accumulated sick leave. Intersession sick leave** shall accumulate year to year.

d) Extended Sick Leave

The purpose of this section is to implement the provisions of Education Code Section 87780, and is to be interpreted in a manner to be consistent with Education Code Section 87780. In addition to the annual sick leave earned under paragraph (a) above, each July 1 full-time faculty will be credited with an additional five months (100 days) of extended sick leave including any days of accumulated sick leave. Once a full-time Unit Member exhausts all regular sick leave and accumulated sick leave, any additional days of sick leave (not to exceed a maximum of 110 days for ten-month employees) shall be paid based on the difference between the Unit Member's regular pay and the amount actually paid to temporary employee or, if no temporary employee is hired, then the amount, based on the appropriate salary schedule that would have been paid to a temporary employee. The 100 days of extended sick leave renews each July but does not accumulate. Once a Unit Member exhausts regular sick leave and extended sick leave, the Unit Member may be placed on an unpaid leave of absence or may be dismissed. This provision does not include extra duty sick leave credit.

Example 1: A Unit Member who works ten months per year earns 10 days per year. This employee is entitled to be absent a total of 110 days for the academic year (10) days plus 100 days of extended illness leave.

Example 2: A 10-month Unit Member on July 1 is credited with 10 days of sick leave and has 30 days of accumulated sick leave. After exhausting the 10 days of sick leave every additional absence will be charged to the 100 days of extended sick leave. Since the employee has 30 days of accumulated sick leave, 30 of the 100

days of extended sick leave will be compensated at the unit member's full salary. Any further absence will be charged to extended sick leave and the unit member will be compensated based on the difference of his/her regular salary and the amount actually paid or the amount that would have been paid to a temporary employee.

e) Utilization of Sick Leave

Sick leave **earned under section (a) above** may be used **during the fall or spring** semester by a Unit Member when he/she is absent for illness or injury.

A Unit Member's sick leave balance will be charged one sick day for each scheduled day missed. Sick days may be charged based on a full or half day. Any absence on a day in which a unit member missed all of her/his scheduled assignment shall be charged as one day to his/her sick leave bank. Any absence on a day in which the Unit Member works a portion of a scheduled day shall be charged as a half day to his/her sick leave bank. A scheduled day is any day in which a Unit Member is assigned a class or hours as part of his/her assignment or a day in which the unit member has a scheduled department meeting. **Sick leave will be drawn first from accumulated overload sick leave (if any) then regular sick leave.**

If a Unit Member is absent for two consecutive calendar weeks or more, then he/she shall be charged five (5) days for each week absent.

~~For utilization of extra duty sick leave, refer to Section 15.1.1 b above.~~

**Intersession sick leave, as provided for under section (b) above, will be charged, on an hourly basis, for each classroom hour or portion thereof of absence.**

f) Verification of Sick Leave

Upon return from any sick leave absence, a Unit Member is required to report his/her absence on the appropriate absence report.

A Unit Member who is absent for a period of more than five (5) consecutive scheduled days shall be required to provide verification from a doctor of the need to be absent due to illness or injury. This verification will be provided directly to the Office of Human Resources.

The District reserves the right to require a Unit Member upon return from a sick leave of absence of any duration to provide verification from a doctor of the need to be absent due to illness or injury. In the event that the District requires such verification, the cost of any such examination by a doctor will be paid by the District.

## 15.2 Personal Necessity Leave

A Unit Member may elect to use up to seven (7) working days of available paid sick leave, annually, in cases of personal necessity for the following purposes:

- a) Death of a member of the Unit Member's immediate family when additional leave is required beyond that provided under Bereavement Leave.
- b) As a result of an accident or illness involving the Unit Member's person or property or the person or property of his/her immediate family.
- c) Resulting from the Unit Member's appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- d) ~~To care for an ill parent, spouse, domestic partner, or child.~~ **Related to the diagnosis, care, or treatment of a family member.**
- e) Religious observances.
- f) Such other reasons approved by the Superintendent/President or his/her designee.
- g) **Related to domestic violence, sexual assault or stalking.**

A Unit Member shall be entitled to use, without qualification, three (3) of the seven (7) working days of the personal necessity leave as unspecified personal necessity leave with reasonable notice, when possible, by notifying his/her department. Upon return from a Personal Necessity Leave, the Unit Member shall complete the appropriate absence report. **Sick leave used for any reason during the summer and winter intersessions shall not be subject to the limits set forth in 15.2 above.**

~~Flex days and graduation days shall be counted as one day each.~~

In the event that a Unit Member whose load consists of online education is absent due to personal necessity reasons for a period of two (2) work weeks or more and chooses to continue teaching his/her online education load, then a proportion of his/her absence equal to a proportion of his/her total online education load will be credited for purposes of days charged from regular sick leave.

### 15.3 Bereavement Leave (Paid Leave)

A Unit Member shall be granted necessary leave of absence with full pay if such absence is due to the death of an immediate family member of the Unit Member.

The leave shall not exceed three (3) working days or five (5) working days if travel is in excess of 400 miles. Bereavement Leave is not charged to personal necessity leave.

The immediate family, as used in this section, shall include the spouse/domestic partner, child/step-child, parent/step-parent, sibling/half-sibling, grand/great-grandparent, grand/great-grandchild, **aunt or uncle**, brother/sister-in-law, daughter/son-in-law, mother/father-in-law of the Unit Member or of the spouse/domestic partner of the Unit Member, or any other person for whom the Unit Member is legally responsible or any other member of the immediate household.

A Unit Member shall notify his/her department of the leave and, upon returning, shall complete the appropriate absence report.

Such leave shall be taken as soon after notification of death as possible, and no later than 10 working days.

Under special or unusual circumstances, and upon mutual agreement between the immediate supervisor and the Unit Member, leave may be taken at a later date than specified above, but in no event shall the leave be taken after one (1) year.

#### 15.4 Industrial Accident and Illness Leave

A Unit Member shall be entitled to industrial accident and illness leave under the following rules and regulations:

- a) Accident or illness must have arisen out of and in the course of employment for the District and must be accepted as such by the District's third party Worker's Compensation administrator.
- b) Allowable leave shall be for up to 60 working days in any one (1) year for the same accident, and precedes the use of any regular sick leave.
- c) Allowable leave shall not be accumulated from year-to-year.
- d) Industrial Accident or Illness Leave of Absence shall commence on the first day of approved Industrial Accident/Illness Absence. Any days of absence associated with a claim for Industrial Accident/Illness that is not approved shall be charged against the Unit Member's sick leave.
- e) Payment for wages lost on any day shall not, when added to an award granted the Unit Member under the Worker's Compensation laws of the state, exceed the normal wage for the day.
- f) Industrial Accident Leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- g) When an Industrial Accident or Illness occurs at a time when the full 60 days shall overlap into the next year, the Unit Member shall be entitled to only the amount remaining at the end of the year in which the injury or illness occurred, for the same injury or illness.
- h) During any paid leave of absence, if the Unit Member receives payments from disability, he/she shall endorse to the District the temporary disability indemnity checks received due to the industrial accident or illness. The District in turn shall issue the Unit Member appropriate salary warrants for payment of salary, and shall make retirement and other authorized deductions.

#### 15.5 Family Medical Leave

This provision shall be interpreted in a manner that is consistent with both state and federal statutes concerning family leave.

A Unit Member is eligible for leave if the unit member:

- a) Has been employed for at least 12 months and;

- b) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

A Unit Member, if eligible, shall be granted up to 12 weeks of unpaid leave for any of the following purposes:

- a) The birth of a child or to care for a newborn of the Unit Member.
- b) The placement of a child with a Unit Member in connection with the adoption or foster care of a child.
- c) To care for a child, parent, or spouse who has a serious health condition.
- d) A serious health condition that makes the Unit Member unable to perform the functions of his/her position.
- e) **Any period of incapacity due to pregnancy or for prenatal care.**

Although the District recognizes that emergencies arise which may require a Unit Member to request immediate leave, he/she is required to give as much notice as possible of his/her need for leave. However, if leave is foreseeable, at least thirty (30) days' notice is required.

A Unit Member's current medical benefits, if any, shall continue uninterrupted through the duration of the Family Medical Leave and the leave shall not constitute a break in service.

When the District becomes aware that a unit member's absence may be for a qualifying reason under the FMLA and as provided for under this section, the District will provide notice to the unit member that such days of absence will be charged to available FMLA leave. In the event the District needs additional information to determine if the absence qualifies as FMLA leave, the unit member will provide any such required information on a form provided by the Office of Human Resources.

When the reason for a FMLA leave is the unit member's own serious health condition, the District will charge the unit member's sick leave balance for any such days consistent with the provisions in section 15.1.1(e).

## 15.6 Maternity Leave

A Unit Member is entitled to take up to six (6) months of unpaid leave during any period of disability due to pregnancy, childbirth, or related medical conditions. During any period of the six (6) months that the Unit Member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth, or recovery there from, as certified by a physician, she shall be permitted to utilize her accrued sick leave. The six (6) months of leave provided for in this section shall be inclusive of any entitlement to leave under the Family Medical Leave.

A Unit Member requesting maternity leave shall specify, in writing, the length of the leave including the date on which the leave shall begin and the date on which duties are to be resumed and shall be determined by the Unit Member and the Unit Member's physician and be given to the division dean and the Office of Human Resources.

There shall not be discrimination against a Unit Member because of pregnancy in terms of compensation or conditions of employment nor shall she be discharged from employment.

#### 15.7 Parental Leave

Parental leave means leave for the reason of the birth of a child or the Unit Member, or the placement of a child with a Unit Member in connection with the adoption or foster care of the child by the Unit Member. A Unit Member may use her/his sick leave for the purposes of parental leave for a period up to 12 weeks. Use of sick leave includes both fully paid sick leave and extended sick leave. **A unit member will receive no less than fifty percent (50%) pay for parental leave.** This leave runs concurrent with any parental leave pursuant to state and/or federal family leave. A Unit Member shall not be provided more than one (1) 12 workweek period for parental leave during any 12-month period.

#### 15.8. Leaves of Absence without Pay

The Board of Trustees may grant a leave of absence for one (1) year without pay to a Unit Member for special reasons acceptable to the Board of Trustees.

- a) Each request for leave shall be presented, in writing, to the Superintendent/President, or his/her designee, with a copy to the Unit Member's immediate supervisor.
- b) Such request shall include date(s) of leave and reason(s) for leave.
- c) The Unit Member, while on leave of absence without pay, shall not be employed by the District in any capacity.

#### 15.9 General Leaves

When no other leaves are available, a leave of absence may be granted to a Unit Member on a paid or unpaid basis at any time upon terms acceptable to the District and the Unit Member.

#### 15.10 Military Leave

A Unit Member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law rising out of the exercise of military leave.

#### 15.11 Judicial Leave

Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned services, it is the obligation of a Unit Member to inform his/her immediate supervisor and the Office of Human Resources of the jury duty summons.

- a) A Unit Member shall reimburse the District Business Office any juror's fees received exclusive of the mileage received from the Judicial District.
- b) The District shall continue to pay a Unit Member his/her regular salary until the Court releases him/her.
- c) A Unit Member receiving compensation by the District must report to work during assigned working days and hours when not retained for jury duty, except a Unit Member on a late shift shall be excused from reporting to work on any working day when he/she is retained for jury duty.



A Unit Member shall be granted leave to appear as a witness in court, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the Unit Member.

- a) A Unit Member shall receive regular pay less any amount received for jury or witness fees.

#### 15.12 Catastrophic Illness Leave

Catastrophic Illness Leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time and taking an extended leave creates a financial hardship for the Unit Member because he/she has exhausted all of his/her fully paid sick leave and any other available paid time off. This Catastrophic Leave provision does not apply to stress related illness, elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self-inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.

- a) Leave Bank

The District will maintain a Catastrophic Leave Bank comprised of sick leave voluntarily donated by Unit Members. All donations will be made to the Leave Bank, and may not be made to a specific Unit Member.

A Unit Member may donate sick leave in increments of days. The minimum donation is one (1) day of accumulated sick leave. The donation is irrevocable.

In order to be eligible to donate days of sick leave to the Leave Bank, the Unit Member making the donation must have a minimum of ten (10) days of regular or accumulated sick leave after making a donation.

- b) Eligibility

In order to draw sick leave from the Leave Bank, the Unit Member must meet the following eligibility standards:

- 1) The Unit Member must have exhausted all fully paid sick leave
- 2) The requested days must be used only for the Unit Member's own catastrophic illness or injury.
- 3) Withdrawals from the Leave Bank will not cause a Unit Member to exceed his/her normal wage for the day (e.g., a Unit Member receiving differential leave under the extended illness provision may utilize only enough illness leave from the bank to achieve his/her regular pay).

- c) Catastrophic Illness Leave Committee

A Catastrophic Illness Leave Committee (CLC) shall be established consisting of three (3) Unit Members appointed by the Association and two (2) District representatives ~~appointed~~ **appointed** by the Superintendent/President or his/her designee. The CLC shall have the following authority and guidelines:

- 1) Receive and review all Catastrophic Illness Leave requests submitted by the Unit Members to the Office of Human Resources.
  - 2) All members of the CLC shall maintain confidentiality of the Unit Members requesting Catastrophic Illness Leave and any records presented to the CLC for review.
  - 3) By majority vote, make final decisions regarding the granting of Catastrophic Illness Leave.
  - 4) Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Illness Leave.
- d) Requests for Catastrophic Illness Leave Donations

At the beginning of each academic year, the Office of Human Resources will notify all Unit Members of their right to donate to the Leave Bank (a copy of the form will be provided to the Association President). Unit Members, at the time of donating sick leave to the Leave Bank, will be required to sign a form indicating the amount of sick leave he/she is donating (the donation is irrevocable), and reminding the Unit Member that donating sick leave may affect his/her retirement under STRS and/or PERS.

#### 15.12 Miscellaneous

The District will provide the Association with an annual report of the available leave in the Leave Bank at the beginning of each Fall.

The District will provide Unit Members with an annual report of Unused Regular and Extra Duty Sick Leave at the beginning of each ~~academic year~~ **Fall and Spring semester. This report will speak to all leaves, including annual leaves, accumulated sick leave, intersession sick leave, overload sick leave, and available personal necessity leaves (both specified and unspecified).**

Periods of leaves of absence, paid or unpaid (less than one (1) year), shall not be considered to be a break in service for the Unit Member.

Article 16 - Negotiation Procedures: 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 January 1, 2021 through December 31, 2023.**

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 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 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, 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 meet the following criteria:

1. There should 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. 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 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, 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 the online education faculty coordinator. The 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) 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
- Form 2 – Faculty Observation – Counselors
- Form 3 – Faculty Observation – Librarian
- Form 4 – Faculty Observation – College Nurse
- Form 5 – Regular Faculty (Tenured) Evaluation Summary
- Form 6 – Contract Faculty (Non-Tenured) Evaluation Summary
- Form 7 – Professional Growth and Self-Evaluation Report
- Form 8 – Classroom Instruction Evaluation
- Form 9 – Student Evaluation of Counselor
- Form 10 – Student Evaluation of College Nurse
- Form 11 – Student Evaluation of Librarian
- **Form 12- Instruction Student Evaluation form**
- **Form 13- Online/Hybrid Instruction Student Evaluation form**

*Note: It is the intent that these forms be included as appendices to the Contract.*